



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-101930-25

In the matter of: 16 CRESTHAVEN DR
NORTH YORK ON M2H1L7

Between: The Bank of Nova Scotia c/o GOWLING WLG LLP Landlord

And

Mahdi Eftekhari Tenant

The Bank of Nova Scotia c/o GOWLING WLG LLP (the 'Landlord') applied for an order to terminate the tenancy and evict Mahdi Eftekhari (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's Legal Representative, Jeffry Kukla, and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$3,100.00. It is due on the 10th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$101.92. This amount is calculated as follows: \$3,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 9, 2026 are \$21,700.00. The Tenant disputed the amount of the arrears.
7. The Tenant first testified that he had prepaid rent for 12 months to the previous Landlord from November 10, 2024 until November 10, 2025. The Tenant submitted a copy of the

lease which identified that he prepaid the first 2 months of rent and 1 month for the last month's rent deposit.

8. The Tenant then stated he paid the previous landlord the rent for August 10, 2025 in cash. The Tenant did not provide any documentary evidence relating to having withdrawn the rent in cash, or the text messages he stated he had with the previous landlord. When asked why he paid the previous landlord rent for August 2025, the Tenant testified that he did not get the attornment of rent until August 15, 2025. The Landlord testified that the attornment of rent was served on July 25, 2025, and the Tenant later acknowledged having received a package in the mail, however he did not open it as he thought it was for the previous landlord.
9. The Tenant also testified that for September 2025 he paid cash to the previous landlord again as he texted the Tenant and told him he could pay him instead of the new Landlord. The Tenant also testified that he reached out to the current Landlord and asked them to pay by cheque, and later sent an email about doing an e-transfer for rent. Again, the Tenant did not have any documentary evidence to support his oral testimony that he paid the previous landlord rent in cash, despite having received a notice of attornment of rent that he was to pay the current Landlord.
10. Based on the evidence provided, I am not satisfied that the Tenant paid August 10, 2025 or September 10, 2025 rent to the previous landlord. In addition, the Tenant acknowledged having received the package including the notice of attornment of rent, which specifically directed him to pay rent only to the new Landlord. Therefore, I am satisfied on a balance of probabilities that the Landlord has established that the amount of arrears to March 9, 2026 is \$21,700.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$94.09 is owing to the Tenant for the period from November 23, 2024 to February 23, 2026.

Section 83 Considerations:

14. The Tenant testified that he does not want to stay in the rental unit, but wishes to remain until May 31, 2026 and he can pay any new rent that comes due, but not any of the arrears. The Tenant testified his wife has health issues that affect her job, as she was a baker but due to wrist and arm issues she is not currently working. The Tenant testified he has a 6 year-old child that has some social and emotional difficulties. The Tenant stated he needs time to find alternative accommodations as all the places he has applied for require him to pay at least 4 to 5 months rent in advance as he is employed as an Uber driver.
15. The Landlord is seeking a standard 11-day order. The Landlord testified that they have an obligation to try and maximize the value of the property and they are suffering significant loss due to the Tenant not paying rent, which impacts the homeowner.

16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until April 9, 2026 pursuant to subsection 83(1)(b) of the Act.
17. I accept the Tenant's evidence that his family will be impacted by an eviction. However, the Tenant also testified they could not afford to make any payments towards the arrears. I am satisfied that a short delay in eviction to April 9, 2026 to allow the Tenant time to find alternative accommodation would not be unfair in these circumstances. However, given the arrears are significant and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$24,986.00 if the payment is made on or before April 9, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 9, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 9, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,018.79. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$101.92 per day for the use of the unit starting February 24, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 10, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 9, 2026, then starting April 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 10, 2026.

March 20, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 10, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 9, 2026

Rent Owing To April 9, 2026	\$24,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,986.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$20,026.88
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,100.00
Less the amount of the interest on the last month's rent deposit	- \$94.09
Total amount owing to the Landlord	\$17,018.79
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$101.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	