



Order under Section 69 Residential Tenancies Act, 2006

Citation: To v Khoozestani, 2026 ONLTB 26287

Date: 2026-04-02

File Number: LTB-L-003217-26

In the matter of: 1605, 7171 YONGE ST
Markham ON L3T0C5

Between: Nicholas To Landlord

And

Shahrzad Kardooni Khoozestani Tenant

Nicholas To (the 'Landlord') applied for an order to terminate the tenancy and evict Shahrzad Kardooni Khoozestani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 19, 2026.

The Landlord's legal representative, Julia MacDonald, 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 \$2,300.00. It is due on the 5th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 April 4, 2026, are \$9,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,300.00 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.
9. Interest on the rent deposit, in the amount of \$21.97 is owing to the Tenant for the period from October 5, 2025 to March 19, 2026.

Relief from Eviction

10. The Tenant does not dispute the arrears owing. The Tenant testified that she was laid off work and did not qualify for Employment Insurance. The Tenant has sought assistance from the Rent Bank as well as from the Afghanistan Women's Support office but was denied assistance. The Tenant was able to secure new employment 3 weeks ago. The Tenant's stated salary is \$600.00 per week after taxes which leaves the Tenant \$100.00 per month after paying rent.
11. The Tenant stated her son was sending her money from Iran to assist her, but that financial assistance can no longer be sent due to the war. The Tenant came to Canada in 2023 and has a sister who also lives in Canada, but they do not have a good relationship and the Tenant cannot rely on her sister for support.
12. The Landlord's legal representative submitted that the Landlord is a small landlord who is experiencing health issues due to the stress of the financial hardship the rent arrears have caused. The Landlord is having to rely on financial support from their family.
13. Though I have great sympathy for the Tenant's circumstances, based on her income and expenses, I am not satisfied that the tenancy is financially viable. The Tenant does not appear to have sufficient income to pay the lawful rent while also meeting basic living expenses such as food. However, considering the Tenant's circumstances I find a delay of eviction is appropriate to allow the Tenant as much time as possible to seek alternative living accommodations. Therefore, I will postpone eviction to April 30, 2026.
14. In making this determination I have considered that a lengthier delay would cause undue prejudice to the Landlord.
15. 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 30, 2026, pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$9,386.00 if the payment is made on or before April 4, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,686.00 if the payment is made on or before April 30, 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 30, 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 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,898.33. 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 \$75.62 per day for the use of the unit starting March 20, 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 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

April 2, 2026
Date Issued

Melissa Anjema
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 November 1, 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 4, 2026

Rent Owing To April 4, 2026	\$9,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,386.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To May 4, 2026	\$11,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,686.00

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

Rent Owing To Hearing Date	\$8,034.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$21.97
Total amount owing to the Landlord	\$5,898.33
Plus daily compensation owing for each day of occupation starting March 20, 2026	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	