



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

File Number: LTB-L-001506-26

In the matter of: 610, 3434 EGLINTON AVE E
SCARBOROUGH ON M1J2J1

Between: MetCap Living Management Inc. Landlord

And

MOHAMMAD RAHIMI Tenant
ZARLASHTA ALIZAI

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMMAD RAHIMI and ZARLASHTA ALIZAI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

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

The Landlord's Legal Representative, Phylisia Thomas, and the Tenant, Mohammad Rahimi, 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 \$2,649.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$87.09. This amount is calculated as follows: \$2,649.00 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 31, 2026 are \$7,947.00. The Tenant did not dispute the amount of the arrears.

7. The Landlord is entitled to \$5.00 to reimburse the Landlord for administration charges and \$20.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,649.00 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.
10. Interest on the rent deposit, in the amount of \$50.29 is owing to the Tenant for the period from April 28, 2025 to March 23, 2026.

Section 83 Considerations:

11. The Tenant testified that he lost his job in December 2025 and his wife does not work due to health issues. The Tenant testified he is actively looking for a job, but he applied to receive funding from the Ontario Student Assistant Program (OSAP) and is expecting to receive \$23,000.00 before April 10, 2026. The Tenant further testified that \$18,000.00 could be used towards paying the rent arrears.
12. The Tenant proposed a payment plan of \$700.00 per month on top of the monthly rent. The Tenant testified their total monthly income is \$3,054.00 per month from child tax benefit. The Tenant further testified they have 4 children, ages 9,7,5 and 4, who would be impacted by an eviction.
13. The Landlord is seeking a standard 11-day eviction order.
14. 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 17, 2026 pursuant to subsection 83(1)(b) of the Act.
15. I accept the Tenant's evidence that his wife has medical issues and that he has 4 young children in the home that will be impacted by an eviction. However, I find that it would be unfair to deny an eviction and instead issue a conditional order as proposed by the Tenant. The Tenant has not provided any evidence that their payment plan or even the tenancy is viable. However, providing a relatively short delay will allow the Tenant an appropriate amount of time to receive OSAP funding to cover the arrears owing or to find new accommodations, which will help mitigate the impact the eviction will have on his children and wife. However, given that the arrears are not insignificant and the Tenant has made no payments since the application was filed, it would be unfair to delay the eviction longer.
16. In these circumstances, I find that it would not be unfair to delay eviction until April 17, 2026.

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:

- \$10,807.00 if the payment is made on or before April 17, 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 17, 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 17, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,812.78. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$87.09 per day for the use of the unit starting March 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 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 18, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 17, 2026, then starting April 18, 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 18, 2026.

April 1, 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 18, 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 17, 2026

Rent Owing To April 30, 2026	\$10,596.00
Application Filing Fee	\$186.00
NSF Charges	\$25.00
Total the Tenant must pay to continue the tenancy	\$10,807.00

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

Rent Owing To Hearing Date	\$7,301.07
Application Filing Fee	\$186.00
NSF Charges	\$25.00
Less the amount of the last month's rent deposit	- \$2,649.00
Less the amount of the interest on the last month's rent deposit	- \$50.29
Total amount owing to the Landlord	\$4,812.78
Plus daily compensation owing for each day of occupation starting March 24, 2026	\$87.09 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	