



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

File Number: LTB-L-085507-25

In the matter of: 6 Sombrero Lane
Richmond Hill, ON L4C6E5

Between: Qing Mei LI Landlord

And

Maliheh Eskandari Tenant

Qing Mei LI (the 'Landlord') applied for an order to terminate the tenancy and evict Maliheh Eskandari (the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

This application was heard by videoconference on March 25, 2026.

The Landlord's Representative, the Landlord, the Landlord's interpreter, Serena Fang, the Tenant, and the Tenant's interpreter, Margan Mohajr attended the hearing.

Parties sought resolution through mediation but were unsuccessful.

At the hearing the parties consented to the following terms and conditions. I was satisfied that the parties provided informed consent.

The parties agreed that:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$3,600.00. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$118.36. This amount is calculated as follows: \$3,600.00 x 12, divided by 365 days.

4. The Tenant has not made any payments since the application was filed.
5. The rent arrears owing to March 31, 2026, are \$38,305.11.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$3,300.00 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.
8. Interest on the rent deposit, in the amount of \$314.63 is owing to the Tenant for the period from November 1, 2021, to March 25, 2026.
9. The Landlord shall apply a credit towards the Tenant's arrears in the amount of \$1,132.89, relating to the Tenant expenses: \$395.00 for garage repairs from SmartCare Garage Doors & Locksmith, and \$737.89 for plumbing services from Techno Tar Plumbing.
10. The Tenant shall pay to the Landlord \$3,600.00 on or before April 4, 2026.
11. The tenancy will terminate on April 30, 2026.
12. If the Tenant vacates on or before April 30, 2026, the Landlord waives any arrears owing in excess of \$29,500.00 for the period ending March 31, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before April 30, 2026.**
2. 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.
3. 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.
4. **If the Tenant vacates on or before April 30, 2026, the Tenant shall pay the Landlord the following amounts:**
 - a) The Tenant shall pay to the Landlord \$29,500.00 for rent arrears for the period from October 1, 2024, to March 31, 2026; and

- b) The Tenant shall also pay the Landlord \$3,600.00 for the April 2026 rent on or before April 4, 2026.
5. **If the Tenant does not vacate on or before April 30, 2026, the Tenant shall pay the Landlord the following amounts:**
- a) The Tenant shall pay to the Landlord \$34,235.48. 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. This amount does not include any payments the Tenant made after the hearing.
- b) The Tenant shall also pay the Landlord compensation of \$118.36 per day for the use of the unit starting March 26, 2026, until the date the Tenant moves out of the unit.
6. 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.
7. This order resolves all issues between the parties as of March 25, 2026.

April 2, 2026
Date Issued

Ken Audziss
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 as the tenancy is terminated

Rent Owing to Hearing Date, March 25, 2026	\$38,797.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,300.00
Less the amount of the interest on the last month's rent deposit	- \$314.63
Less the amount of the credit that the Tenant is entitled to	- \$1,132.89
Total amount owing to the Landlord	\$34,235.48
Plus, daily compensation owing for each day of occupation starting March 26, 2026	\$118.36 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	