Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-103791-25

In the matter of: 1812, 300 ANTIBES DR
NORTH YORK ON M2R3N8

Between: Signet Group Inc. — Landlord

And

HOSSEINALI FAREAMIRHOSSEINI — Tenant

Signet Group Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict HOSSEINALI FAREAMIRHOSSEINI (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 2, 2026.

The Landlord’s Legal Representative, Matt Anderson, 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 $2,899.32. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is $95.32. This amount is calculated as follows: $2,899.32 x 12, divided by 365 days.
5. The Tenant has paid $2,899.32 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are $8,697.96, which is not disputed.
7. *The Landlord claimed bank charges of $40.00 for cheques tendered by or on behalf of the Tenants, which were returned NSF.*

8. The Landlord's Legal Representative advised the charges claimed by the Landlord related to electronic payments rather than physical cheques; although, he submitted on the Landlord's system these were recorded as electronic cheques and specific NSF dates were provided.

9. The bank charges were not substantiated with any supporting documentation and so these charges were not allowed.

10. Sub-section 87(5) of the Residential Tenancies Act, 2006 (the 'Act'), and section 17 of O.Reg 516/06 do not provide a remedy for charges for electronic payments that fail due to non-sufficient funds. In the above circumstances, I was not satisfied that recording an item as an electronic cheque means that the payment was actually made by cheque as contemplated under the Act. As a result, the Tenant is not responsible to pay the Landlord the NSF amount.

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 $2,954.01 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 $57.28 is owing to the Tenant for the period from March 31, 2025 to March 2, 2026.

Relief from eviction

14. The Landlord sought a voidable standard order for termination.

15. The Tenant sought relief from eviction and sought a payment plan for a period of 30 months, with payments of $300.00 per month towards the arrears. I asked the Tenant questions in relation to his financial situation to see if the payment plan the Tenant was offering could be afforded, or if a shorter payment plan could be afforded. In the alternative, if I ordered an eviction, the Tenant was seeking 2 months delayed termination.

16. The Tenant testified that he just started a new job and he is estimating he will be paid $5,000.00 per month after taxes. Currently he has $4,500.00 in monthly expenses which includes his rent amount. The Tenant further testified that he has a 16-year old child residing with him on a full time basis.

17. The Landlord opposed the payment plan given the length of the payment plan being offered by the Tenant and the financial prejudice it would have on the Landlord.

18. I have considered both parties' circumstances, and I find that the proposed payment plan would be unduly prejudicial to the Landlord, given their financial circumstances, because they would have to wait 30 months for the arrears to be paid. I have also considered that the arrears are substantial and since the filing of the application on December 8, 2025, the Tenant has only paid 1 month's rent. I am not satisfied that the Tenant can afford a shorter payment plan that would include larger payments toward the arrears.

19. 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 provide the Tenant with a short extension and 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:**
    - $11,803.28 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 $3,183.99. 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 $95.32 per day for the use of the unit starting March 3, 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 7, 2026
Date Issued

Samantha Greaves
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 30, 2026

Rent Owing To April 30, 2026	$14,496.60
Application Filing Fee	$186.00
NSF Charges	$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $2,899.32
Total the Tenant must pay to continue the tenancy	**$11,803.28**

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

Rent Owing To Hearing Date	$8,888.60
Application Filing Fee	$186.00
NSF Charges	$20.00
Less the amount the Tenant paid to the Landlord since the application was filed	- $2,899.32
Less the amount of the last month's rent deposit	- $2,954.01
Less the amount of the interest on the last month's rent deposit	- $57.28
Total amount owing to the Landlord	**$3,183.99**
Plus daily compensation owing for each day of occupation starting March 3, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is $50,000.00.	$95.32 (per day)