



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gu v Fareghi, 2026 ONLTB 27870

Date: 2026-04-07

File Number: LTB-L-101324-25

In the matter of: 1010, 75 EAST LIBERTY ST
TORONTO ON M6K3R3

Between: Weimin Gu Landlord

And

Jila Fareghi Tenants
Guarantor

Weimin Gu (the 'Landlord') applied for an order to terminate the tenancy and evict Jila Fareghi and Guarantor (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 10, 2026.

The Landlord and the Tenants Jila Fareghi attended the hearing. The Tenant was assisted by an interpreter.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed. The Tenant believes her husband paid some rent but did not have supporting details and he was not present to give evidence.

6. The rent arrears owing to February 28, 2026 are \$16,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant acknowledges that rent was withheld because of concerns about the state of the unit, however they did not file any issues to be raised under section 82 of the Act. The issues identified by the Tenants would not be serious ongoing breaches of the Act if proven, and do not need to be considered in depth.
10. The Tenants made two very different payment proposals, neither one was supported by any specific reason. As there is no legal justification for withholding rent, in my view the Tenants should not be rewarded with a generous repayment timeline.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,786.00 if the payment is made on or before April 18, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 18, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 18, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$14,573.70. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting February 11, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 18, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 19, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 18, 2026, then starting April 19, 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 19, 2026.

April 7, 2026
Date Issued

Dawn Carr
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 19, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 18, 2026

Rent Owing To April 30, 2026	\$21,600.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$21,786.00

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

Rent Owing To Hearing Date	\$14,387.70
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,573.70
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	