



Order under Sections 69 & 88.2 Residential Tenancies Act, 2006

File Number: LTB-L-046360-25

In the matter of: UPPER LEVEL, 297 HOMEWOOD AVE
TORONTO ON M2R2N6

Between: Shahram Yazdani Landlord

And

Samaneh Ebrahiminia Tenant

Shahram Yazdani (the 'Landlord') applied for an order to terminate the tenancy and evict Samaneh Ebrahiminia (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on January 7, 2026.

The Landlord, the Landlord's representative, Sriram Rangan, and the Tenant attended the hearing.

Determinations:

1. At the onset of the hearing the Tenant requested an adjournment because they said they were not feeling well and were not prepared to proceed to a hearing because they wanted to obtain more evidence regarding payments made towards the utilities.
2. The Landlord was opposed to the adjournment because the matter had already been adjourned on October 9, 2025 after they already had a consent agreement in mediation.
3. According to the LTB records, after the mediator considered the consent agreement on October 9, 2025, they decided that they were unable to draft the requested agreement

based on a request to amend the application to include the unpaid utility charges that had not been originally pled on the application. Because of this, the matter was adjourned for a new hearing date.

4. While the Tenant suggested that they were feeling unwell, after taking submissions it was clearer that the Tenant wanted the opportunity to present evidence regarding payments they had made. In this respect, the Tenant was permitted a recess for approximately 1.5 hours in order to check her bank records for payments. At 12:03pm, the matter proceeded to be heard.
5. The adjournment to another date was denied on the basis that the Tenant has had ample time to obtain their documentary evidence, including since the previous hearing date of October 9, 2025 and have not taken any meaningful steps to obtain any documentary evidence despite their ability to do so for at least three months.
6. The Landlord withdrew their request for termination of the tenancy and requested that the LTB consider discretionary relief in the form of an ongoing payment plan for the unpaid utilities and to keep the utilities in good standing for a period covering twelve months.
7. The Tenant was opposed to a conditional order but also agreeable to one stating that she could make ongoing payments for the ongoing bills as they came due and could also pay upwards of \$150.00 per month on or by the 23rd day towards the utility arrears. The Tenant would not agree because she disagreed or misunderstood the amount of utilities being claimed.
8. The Landlord provided evidence supporting the fact that the Tenant is required to pay ongoing utilities of 50% of the entire bills for the Enbridge gas bill, Toronto Hydro electricity bills, and the Toronto Water & Solid Waste management services bills for the period of February 7, 2025 to December 30, 2025. All bills, including payments made by the Tenant towards the bills comes to \$1,519.99 for this period.
9. I am satisfied it is a term in the tenancy agreement and the Tenant had been paying the utilities since the commencement of their tenancy in January of 2021 and then fell into utility arrears which required the Landlord to transfer the utility accounts into their own name to avoid late payment fees and the potential of them ending up on their property tax bill. After the transfer of the bills to the Landlord in February of 2025 the Tenant failed to pay their ongoing full portion to the Landlord. The Landlord receives the gas and electricity bill monthly while the water bill comes in quarterly and sends the Tenant messages on whatsapp for their portion of the related charges.
10. The Tenant submits that they have made payment directly to hydro, however, they were unsure which transfers were made directly and on which date or whether it was send to Enbridge or the Landlord directly. Most dates mentioned by the Tenant were for periods prior to February 7, 2025 which is where the bills were transferred to the Landlords name.
11. The Tenant does not approve of this arrangement because previously they were receiving income support for hydro with lower bill payment requirements by paying the bills direct. She no longer receives the income supplement having the bills in the Landlords name.
12. While I can appreciate and understand the Tenant now may have to pay a higher amount, I also accept that the failure of the Tenant to maintain the utility accounts in good standing

causes financial prejudice to the Landlord. I find it reasonable that the Landlord would transfer the bills into their own name in this respect to avoid additional charges for late fees and property tax transfers of unpaid bills which also carry additional fees and impacts his tax account. I also accept that the failure to pay the utilities as agreed amounts to a substantial interference of the Landlords lawful right as it is a breach of the terms of their tenancy agreement contract.

13. The Tenant was in possession of the rental unit on the date the application was filed, and the Tenant remains in possession of the rental unit as of the hearing date.
14. On June 3, 2025, the Landlord gave the Tenant an N5 notice of termination by mail. The notice is deemed served upon the Tenant on June 8, 2025, which is 5 days after mailing. The N5 Notice alleges that the Tenant has failed to pay the ongoing utilities. While the notice indicates that it relates to interfering with others, damage or overcrowding, the substance of the form is all about bills outstanding including the Tenants proportionate share, the date the bills cover and the total amount outstanding.
15. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Tenant neither paid the Landlord the outstanding utility charges or brought their utility accounts in good standing. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act). In fact, the Tenant had only made partial payments towards the unpaid utilities as of the hearing date.

Daily Compensation, filing fee, NSF charges

16. The Tenant was required to pay the Landlord \$15,658.65 in daily compensation for use and occupation of the rental unit for the period from July 3, 2025 to January 7, 2026. The Landlord confirmed the Tenant was current with their monthly rent as of the hearing date.
17. Based on the monthly rent, the daily compensation is \$82.85. This amount is calculated as follows: \$2,520.00 x 12, divided by 365 days.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. The Landlord collected a rent deposit of \$2,400.00 from the Tenant and this deposit is still being held by the Landlord.

Discretionary Relief from Eviction

20. The Landlord is not seeking termination of the tenancy and is instead requesting discretionary relief in the form of a twelve-month payment plan for the balance of unpaid utilities for the period ending December 30, 2025. This relief is granted as requested as it enables the Tenant to continue with the Tenancy so long as they meet the imposed conditions which are aligned with their lease agreement with the Landlord.
21. The Tenant confirmed that they have the income to support the ongoing twelve-month plan of paying the utilities, albeit they request the payment be made on the 23rd day of each

month rather than the 15th day. They have already started making these payments. I find this request reasonable under all of the circumstances.

22. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord \$1,705.99 for unpaid utilities for the period ending December 30, 2025, and the filing fee costs. The Tenant shall pay this amount as follows:
 1. \$142.00 on or by the 23rd day of each month starting on or by April 23, 2026 and for a period of 11 months up to and including to February 23, 2027; and
 2. \$143.99 on or by March 23, 2027.
3. The Tenant shall also pay to the Landlord their 50% share of the utilities of Enbridge, Hydro and Water/Wastewater Charges directly to the Landlord within 30 days of receipt of the bill from the Landlord for a period of at least twelve consecutive months starting as of the date of this order and ending April 10, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 or 3 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

April 10, 2026
Date Issued

Terri van Huisstede
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.