



Order under Section 69 Residential Tenancies Act, 2006

Citation: CHATTERJEE v NASERIANDOTAN, 2026 ONLTB 28637

Date: 2026-04-07

File Number: LTB-L-004394-26

In the matter of: 2801, 105 ONEIDA CRES
RICHMOND HILL ON L4B0H6

Between: PRAMATHESH CHATTERJEE

Landlord

And

MILAD NASERIANDOTAN
HANIYEH NAJ

Tenants

PRAMATHESH CHATTERJEE (the 'Landlord') applied for an order to terminate the tenancy and evict MILAD NASERIANDOTAN and HANIYEH NAJ (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 19, 2026.

The Landlord the Landlord's legal representative, Jorge Andres Steinmetz, and the Tenant, Milad Naseriandotan, 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 \$2,700.00. It is due on the 4th 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 Tenant has paid \$6,750.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 3, 2026 are \$6,750.00.

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.

Relief from Eviction

9. The Tenant testified that he and his wife, Haniyeh Naj, live in the rental unit with their newborn child. The Tenant stated that his wife developed a series of infections after the birth of their child and required significant care. The Tenant testified he can not work full time because he had to care for his wife and child. The Tenant's family was helping financially by sending money from overseas but due to the present conflict in the Middle East, they are no longer able to send funds. The Tenant requested a 6-month delay of eviction
10. The Landlord testified that while he is sympathetic to the Tenants' situation, the rent arrears have created financial hardship. He relies on the rental income to pay the mortgage, and his wife has recently lost her job. The Landlord further testified that they also support elderly parents and cannot continue to carry the mortgage without rent payments. The Landlord stated they can accommodate a delay of eviction to May 31, 2026 only.
11. Though I also appreciate the very difficult situation of the Tenants, a 6-month delay of eviction is too prejudicial to the Landlord in the circumstances. I find the Landlord's offer to extend the eviction date to May 31, 2026, is appropriate.
12. 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 May 31, 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:**
 - \$9,636.00 if the payment is made on or before May 3, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,336.00 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,656.32. 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 Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting March 20, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 7, 2026

Date Issued

Melissa Anjema

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 December 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 May 3, 2026

Rent Owing To May 3, 2026	\$16,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,750.00
Total the Tenant must pay to continue the tenancy	\$9,636.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To June 3, 2026	\$18,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,750.00
Total the Tenant must pay to continue the tenancy	\$12,336.00

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

Rent Owing To Hearing Date	\$12,220.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,750.00
Total amount owing to the Landlord	\$5,656.32
Plus daily compensation owing for each day of occupation starting March 20, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	