



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

File Number: LTB-L-089234-25

In the matter of: 37 VERSAILLES CRT
RICHMOND HILL ON L4C8V6

Between: REZA RASHIDI Landlord

And

ALIAKBAR TAJIK Tenant
MAHNOOSH NILY-FARD (ALSO KNOWN
AS: MONA NILY)

REZA RASHIDI (the 'Landlord') applied for an order to terminate the tenancy and evict ALIAKBAR TAJIK and MAHNOOSH NILY-FARD (ALSO KNOWN AS: MONA NILY) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Eric Steiman.

Determinations:

Preliminary Issue: Request to Combine

1. At the hearing, the Tenant sought to combine his T2 application, LTB-T-004420-26, with the hearing of the Landlord's L1 application as the remedy sought by the Tenant was monetary and would provide relief from the debt he owed the Landlord.
2. The Landlord strongly opposed this request as the Tenant's arrears had accrued significantly and the Tenant had not made any payments since the application was filed. Further, the Tenant could have raised the same issues pursuant to section 82 of the Act but chose not to do so and proceeded to file his own application.
3. Based on the submissions before the Board, I do not find the circumstances warrant granting the request to combine as I am not satisfied that the issues are so interrelated that if heard separately, would result in contradictory findings. The issue in the Landlord's application pertains to rent arrears whereas the issue in the Tenant's application is regarding behaviour. There is nothing stopping the Tenant from alerting the adjudicator at

the hearing of his application to this order and making a request to offset any amount owed to him.

L1 application

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,900.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: $\$2,900.00 \times 12$, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to February 14, 2026 are \$23,700.00.
10. The Landlord seeks a standard, voidable eleven-day order.

Tenant's Request for Relief

11. The Tenant believes that the Landlord owes him money for the basement construction work the parties agreed he would do. I note this issue is raised in the Tenant's T2 application and shall be adjudicated therein.
12. The Tenant submits he moved into the rental unit in 2019 and lives with his adult son. He testified that during the pandemic, he lost his business and declared bankruptcy which has made it financially challenging.
13. The Tenant testified he currently earns from repairing computers which he has been doing since 2008; his wife is a realtor. His total monthly income is \$6,000.00 and his total monthly expenses are \$6,770.00 including the rent. The Tenant seeks to preserve his tenancy and proposes a repayment plan whereby he would pay \$1,000.00 each month on top of the rent to pay the arrears in full.
14. In the alternative the Tenant seeks a three-month delay to secure funding and housing.

ANALYSIS

15. Based on the evidence before the Board, I find the arrears and costs owing to February 14, 2026 total \$23,886.00.
16. With respect to the Tenant's request for relief, repayment plans are granted to allow a tenant to catch up on the arrears while continuing to pay their monthly rent. Based on the Tenant's own statements, a repayment plan would seem to be unrealistic and put them in further financial distress. I say this because I find the problem with the Tenant's proposed repayment plan is that he is already spending \$770.00 more than his household income so

it is unclear how he would be able to afford an additional \$1,000.00 to pay towards the arrears. The Tenant submits his son is working and would be able to help support the household however, nothing was submitted in support of this assertion.

17. So I am not prepared to grant a repayment plan and must turn my mind on whether the circumstances warrant a delay in eviction.
18. Given the length of this tenancy, balancing that with the quantum of arrears owed and the fact that there have been no payments since the application was filed in October 2025, I do not find any further delay is warranted. A standard order shall issue.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Landlord collected a rent deposit of \$2,600.00 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.
21. Interest on the rent deposit, in the amount of \$291.18 is owing to the Tenant for the period from December 1, 2019 to January 21, 2026.
22. 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 Tenant** and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$29,686.00 if the payment is made on or before April 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$32,586.00 if the payment is made on or before April 19, 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 19, 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 19, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,762.20. 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.
6. The Tenant shall also pay the Landlord compensation of \$95.34 per day for the use of the unit starting January 22, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 19, 2026, then starting April 20, 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 20, 2026.

April 8, 2026
Date Issued

Sonia Anwar-Ali
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 20, 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 14, 2026

Rent Owing To April 14, 2026	\$29,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 19, 2026

Rent Owing To May 14, 2026	\$32,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$32,586.00

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

Rent Owing To Hearing Date	\$21,467.38
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,600.00
Less the amount of the interest on the last month's rent deposit	- \$291.18
Total amount owing to the Landlord	\$18,762.20
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	