



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106473-25

In the matter of: 2007, 252 VICTORIA ST
TORONTO ON M5B1V8

Between: HNR Dundas Tower Limited

Landlord

And

Seyed Mahyar Pourrezai
Reyhaneh Bayati Sehdehi

Tenant

HNR Dundas Tower Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Seyed Mahyar Pourrezai and Reyhaneh Bayati Sehdehi (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 10, 2026.

The Landlord's Legal Representative, Emily Barbat, and the Tenant attended the hearing.

Preliminary Issue

1. The TT requested an interpreter but indicated that he understood English and what was being said at the hearing, and he just wanted the parties to speak slower.
2. I am satisfied that the Tenant understood English, and was able to participate at the hearing with the matter proceeding in English just required an accommodation for the parties to speak slower, so I am satisfied to proceed on the merits of the hearing in English.

Determinations:

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.

5. The lawful rent is \$2,650.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$87.12. This amount is calculated as follows: \$2,650.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to March 31, 2026 are \$23,100.00, which is not disputed.
9. The Landlord's Legal Representative at the hearing waived the NSF fees being sought.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,400.00 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.
12. Interest on the rent deposit, in the amount of \$48.33 is owing to the Tenant for the period from March 26, 2025 to March 10, 2026.

Relief from eviction

13. 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.
14. The Tenant sought conditional relief of eviction for a delayed termination date. He submitted that he is not employed and cannot offer a payment plan and would like until the end of April 2026 to find alternative living accommodation.
15. The Landlord's Legal Representative sought a standard eviction of the tenancy and was not agreeable to delaying the tenancy any longer as the arrears will continue to accumulate.
16. I am not satisfied it is appropriate to order any relief from eviction including a payment plan, as the Tenant did not provide sufficient information to warrant relief. The Tenant did not satisfy me that he is able to comply with a payment plan with concrete payments and due dates. The Tenant has also failed to make any payments towards the arrears or any new monthly rent that has become due since the filing of the application on December 17, 2025. According to the Tenant's evidence, he cannot afford the rent as he is not employed, and I am not satisfied that he is able to afford payments toward the arrears. If the tenancy was to continue, I find it is more likely than not that the arrears would continue to grow.

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:**
 - \$25,936.00 if the payment is made on or before April 25, 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 25, 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 25, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$19,058.87. 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 \$87.12 per day for the use of the unit starting March 11, 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 25, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 25, 2026, then starting April 26, 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 26, 2026.

April 14, 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 October 26, 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 25, 2026

Rent Owing To April 30, 2026	\$25,750.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$25,936.00

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

Rent Owing To Hearing Date	\$21,321.20
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$48.33
Total amount owing to the Landlord	\$19,058.87
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$87.12 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	