



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

File Number: LTB-L-009608-26

In the matter of: 1807, 95 ONEIDA CRES
RICHMOND HILL ON L4B0H5

Between: Ivan Escobar Landlord

And

Barbod Kalantarian Tenant

Ivan Escobar (the 'Landlord') applied for an order to terminate the tenancy and evict Barbod Kalantarian (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord, the Landlord's Legal Representative, Howard Tavroges and the Tenant attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

The parties agreed:

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 \$3,050.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$100.27. This amount is calculated as follows: \$3,050.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,100.00 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of \$350.00 which represents a rent reduction of \$50.00 for a period of 7 months for the period of August 1, 2025 to February 28, 2026.

7. The rent arrears owing to April 30, 2026 are \$3,200.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$3,100.00 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.
10. Interest on the rent deposit, in the amount of \$105.86 is owing to the Tenant for the period from November 1, 2024 to April 8, 2026.
11. The parties requested a non-voidable eviction order with an eviction date of June 30, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated effective June 30, 2026. The Tenant must vacate the rental unit on or before June 30, 2026.
2. The Tenant shall pay to the Landlord \$6,280.14 which represents rent, compensation and the cost of filing the application owing to June 30, 2026, less the rent deposit and interest owing on the deposit.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 of this order in accordance with the following schedule:
 - \$3,050.00 on or before April 9, 2026;
 - \$3,050.00 on or before May 1, 2026; and
 - \$180.14 on or before July 10, 2026.
4. If the Tenant fails to make any one of the payments in accordance with paragraph 3 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing. The interest is determined pursuant to section 127 of the *Courts of Justice Act*.
5. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 July 1, 2026.

April 16, 2026
Date Issued

Christopher Lin
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 January 1, 2027 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.