



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009208-26

In the matter of: 2714, 181 VILLAGE GREEN SQ
SCARBOROUGH ON M1S0K6

Between: Rahmatollah Kal Benyaminyan Landlords
Zobeideh Soltanikoohi

And

Muhammad Omid Asifi Tenants
Hadia Asifi

Rahmatollah Kal Benyaminyan and Zobeideh Soltanikoohi (the 'Landlords') applied for an order to terminate the tenancy and evict Muhammad Omid Asifi and Hadia Asifi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 14, 2026.

The Landlord's Legal Representative, Danial Yousefian Amirkhiz attended the hearing. The Landlord, Zobeideh Soltanikoohi attended the hearing.

The Tenant, Muhammad Omid Asifi attended the hearing and appeared on behalf of the other Tenant. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,250.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,250.00 to the Landlord since the application was filed.
6. The rent arrears owing to April 14, 2026 are \$15,750.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,100.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$226.80 is owing to the Tenants for the period from April 15, 2021, to April 14, 2026.
10. The Tenants do not dispute the amount they owe the Landlords.
11. The Tenant, Muhammad Omid Asifi testified that in 2023, his father became ill and was diagnosed with lung cancer, and he had to go to Afghanistan to care for his father and had to quit her his job.
12. He testified his father passed away on July 1, 2024, and he returned to the country within 15 days.
13. When he returned, he was working as a ride share and uber driver, making approximately \$1,000.00 to \$1,200.00 per month.
14. He testified that he has just recently secured full time employment as of April 1, 2026, with a monthly income of approximately \$3,600.00.
15. He testified he lives with his wife and three children.
16. His wife's only source of income is Child Tax Benefit in the amount of \$2,118.00 per month.
17. He testified his wife will be graduating soon and she will seek employment.
18. He testified their total monthly expenses are approximately \$5,428.00, which includes hydro, gas, cell phone, internet, groceries, insurance and transportation costs.
19. The Tenants requested a payment plan in the amount of \$463.00 per month.
20. The Tenant states that they will be able to pay a lump sump payment to the Landlords on September 30, 2026, in the amount of \$5,000.00, as a friend of his will be loaning him the money and he will be in receipt of it on September 30, 2026.
21. The Tenant states he also plans to apply to the rent bank.
22. The Landlord's Legal Representative asserts the Tenants were a client of ACSA Community Services and he had been communicating by email with the Tenant's Case Worker, Voilet Levin. He provided a copy of the email dated March 13, 2026, that stated she has been asking the Tenants to make payments toward their arrears since January 22. She states they will be dismissing the Tenants from their services and will not be supporting the Tenants through the eviction process. DOC-7760974, Page 24.
23. The Landlord's Legal Representative was opposed to this proposed repayment plan as the rent arrears are significant. He submits the amount of \$5,000.00 that the Tenant suggests he can pay the Landlord by September 30, 2026, is not guaranteed. He states that a

payment plan of \$460.00 per month would result in a payment plan of approximately 34 months. He added the rent arrears are significant and continuing the tenancy would be prejudicial to the Landlord.

24. The Landlord, Zobeideh Soltanikoochi testified that her husband has been diagnosed with Parkinson's and she takes care of him.
25. She testified they are experiencing financial difficulties due to the arrears as their only income is from the rental unit, and they have to pay for the maintenance and property taxes on the rental unit.
26. Although I sympathize with the Tenant's circumstances, the Tenant's requested payment plan is unreasonable spanning over a 34-month payment plan. There are currently no additional funds to pay the arrears of rent that have accrued. It is not currently in the Tenants financial means to pay more to the Landlord more than \$460.00 per month toward the arrears. I also find that the lump sum payment of \$5,000.00 the Tenants state they are getting from their friend is not guaranteed. I find that there would be substantial financial prejudice to the Landlord to grant a payment plan that would span over a 34-month period.
27. 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:**
 - \$18,186.00 if the payment is made on or before May 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,436.00 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 \$13,609.20. 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 \$73.97 per day for the use of the unit starting April 15, 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 23, 2026
Date Issued

Trish Carson

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 14, 2026

Rent Owing To May 14, 2026	\$20,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,250.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

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 14, 2026	\$22,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,250.00
Total the Tenant must pay to continue the tenancy	\$20,436.00

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

Rent Owing To Hearing Date	\$18,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,250.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$226.80
Total amount owing to the Landlord	\$13,609.20
Plus daily compensation owing for each day of occupation starting April 15, 2026	\$73.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	