



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

File Number: LTB-L-109254-25

In the matter of: 249 CHARLTON AVE
VAUGHAN ON L4J6H3

Between: KI HYUN KIM Landlord

And

ALIREZA MOMENI Tenant
MEHRDAD TOWFIGH RAFIEI
KATAYOUN TOFIGH RAFIEI

KI HYUN KIM (the 'Landlord') applied for an order to terminate the tenancy and evict ALIREZA MOMENI, MEHRDAD TOWFIGH RAFIEI and KATAYOUN TOFIGH RAFIEI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord's legal representative Kishik Shin and the Tenant Alireza Momeni 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 \$4,800.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$157.81. This amount is calculated as follows: \$4,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$34,200.00. The Tenant confirmed the amount of arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$4,800.00 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.
9. Interest on the rent deposit, in the amount of \$88.37 is owing to the Tenant for the period from May 1, 2025, to March 16, 2026.
10. The Tenant testified that they intend to vacate the rental unit at the end of April 2026. The Tenant resides in the unit with their spouse, two children aged 6 and 12, and their father-in-law. The Tenant explained that the father-in-law is a surgeon who has experienced significant health issues and is currently undergoing dialysis, which has contributed to the decision to relocate. The Tenant confirmed that they have secured a new lease, with occupancy to begin on April 30 or May 1, 2026.
11. In response to questions from the Board, the Tenant testified that the household's gross monthly income is approximately \$3,000.00. The Tenant's monthly expenses include: \$500.00 for children's classes, \$500.00 for food, \$300.00 for insurance, \$180.00 for gas, \$150.00 for heating, \$150.00 for hydro, \$90.00 for cell phones, and \$60.00 for internet.
12. The Tenant's evidence demonstrates that the tenancy is not viable on a go-forward basis. The Tenant has made a clear and credible plan to vacate the unit by the end of April 2026 and has already secured alternate housing. While the Tenant's household income is modest relative to their monthly expenses, the determinative factor is that the Tenant does not intend to remain in the rental unit. In these circumstances, there is no reasonable prospect of sustaining the tenancy through a repayment plan.
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.

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:**
 - \$39,186.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$43,986.00 if the payment is made on or before May 2, 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 2, 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 2, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$27,130.48. 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 \$157.81 per day for the use of the unit starting March 17, 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 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 May 3, 2026.

April 21, 2026
Date Issued

Nathan Korenberg
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 November 3, 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 30, 2026

Rent Owing To April 30, 2026	\$39,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$39,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 2, 2026

Rent Owing To May 31, 2026	\$43,800.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$43,986.00

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

Rent Owing To Hearing Date	\$31,832.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$4,800.00
Less the amount of the interest on the last month's rent deposit	- \$88.37
Total amount owing to the Landlord	\$27,130.48
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$157.81 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	