



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

**File Number:** LTB-L-010742-26

**In the matter of:** 17 HONEYWOOD RD  
THORNHILL ON L4J9C2

**Between:** Mehmood Jagani Landlord

**And**

Amir Eshaya Haimove Tenant

Mehmood Jagani (the 'Landlord') applied for an order to terminate the tenancy and evict Amir Eshaya Haimove (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord, the Landlord's Representative, Naseer Ahmed, and the Tenant attended the hearing.

### **Preliminary Issue:**

1. The Tenant's request to combine his T2/T6 application was denied for the reasons that follow.
2. The Tenant filed his T2 application on May 18, 2025, and his T6 on LTB-T-040357-25 on May 16, 2025. Both these files have had Adjudicative Case Conferences in January 2026 and the parties' request to combine the files was granted. No such request was made to combine the T2/T6 with the L1 application until the hearing date.
3. The T2/T6 application have no overlapping issues with an L1 application. Section 198 of the *Residential Tenancies Act, 2006* (the 'Act') allows the Board to combine files where it is fair to do so. Section 183 of the Act allows the Board to join matters if it would be the most expeditious method of determining the questions arising in a proceeding.
4. I am not satisfied that adjourning the Landlord's L1 to be heard with the Tenant's applications which are already scheduled to be heard in June 2026 would be an expeditious way of getting these files heard. As stated above there are no overlapping issues between the files, so the request is being denied.

### **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. The Tenant was in possession of the rental unit on the date the application was filed.

*When did the Tenant vacate the rental unit?*

3. The Tenant testified that he vacated the rental unit on or around February 28, 2026, after the Landlord locked him out in the cold for an hour and a half. After gaining access to the rental unit again, the Tenant decided the same day to vacate the rental unit. The Tenant did not notify the Landlord that he had vacated the rental unit.
4. The Landlord testified that the first he learned the Tenant had vacated the rental unit was at today's hearing. There is no indication the Landlord knew or ought to have known the Tenant vacated the rental unit on the date claimed by the Tenant. Accordingly, I find the Tenant vacated the rental unit on April 14, 2026 and that the rent arrears are calculated up to this date.

*What are the rent arrears?*

5. The lawful rent is \$4,070.64. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed. There is no compelling evidence before me to support the Tenant's claim that he sent e-transfers to the Landlord that were refused.
7. The rent arrears owing to April 14, 2026, are \$15,720.82.
8. The Tenant argued that he ought not have to pay rent arrears because of maintenance issues he was experiencing during his tenancy. As explained at the hearing, these issues shall be determined under a separate proceeding as the Tenant has an application before the Board.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. I am satisfied there is no last month's rent deposit. The evidence before me establishes that the rent deposit paid by the Tenant at the commencement of the tenancy was applied to the first five months of the tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated as of April 14, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$15,906.82. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.

3. If the Tenant does not pay the Landlord the full amount owing on or before May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.

**April 27, 2026**

**Date Issued**

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**Sheena Brar**

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.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay as the tenancy is terminated**

|                                           |                    |
|-------------------------------------------|--------------------|
| Rent Owing to Move Out Date               | \$15,720.82        |
| Application Filing Fee                    | \$186.00           |
| <b>Total amount owing to the Landlord</b> | <b>\$15,906.82</b> |