



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lamei Ramandi v MasoudiLemraski aka Hossein Masoudi Lemraski, 2026 ONLTB 26764

Date: 2026-04-23

File Number: LTB-L-005097-26

In the matter of: 50 LURGAN DR
NORTH YORK ON M2R1K6

Between: Morteza Lamei Ramandi Landlord

And

Hossein MasoudiLemraski aka Hossein Masoudi Lemraski Tenant

Morteza Lamei Ramandi (the 'Landlord') applied for an order to terminate the tenancy and evict Hossein MasoudiLemraski aka Hossein Masoudi Lemraski (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 24, 2026.

The Landlord's Legal Representative, A. Golabgir, and the Tenant attended the hearing.

Preliminary Issue:

Disclosure for s.82 issues

1. Section 82 of the Act provides that a tenant shall be permitted to raise any issue that could be the subject of an application if the tenant complies with the disclosure requirements or provides a satisfactory explanation as to why they could not comply with the disclosure requirements.
2. The Act requires a tenant to give advance notice of the issues to the Landlord within the time set out in the Rules. The Board's Rules require that disclosure must be made to the Landlord and the Board as soon as possible but no later than 7 days before the hearing of the Landlord's application.
3. The Tenant submitted disclosure to the Board and the Landlord around March 16 and March 23, 2025, but no lists or remedies were attached. The Tenant did not provide a satisfactory explanation as to why they were unable to comply with the requirement to

raise a clear list of issues and remedies so that the Landlord knows the case to be met. One of the submissions was made after the seven-day deadline.

4. I believe it would be procedurally unfair and prejudicial to the Landlord to permit the Tenant to raise issues under section 82 at this hearing given the Tenant's lack of proper disclosure, which affects the Landlord's ability to know the case to be met. The Tenant is not precluded from bringing their own separate application to address this issue.

Determinations:

1. The Tenant made a motion that the Landlord's application ought to be dismissed for the following reasons: a) the N4 notice was not served; b) the Landlord is not the Landlord; and c) the amounts of rent arrears claimed on N4 notice are incorrect. The motion is denied for the reasons that follow.

Was the N4 notice properly served?

2. The Tenant testified that he did not receive the N4 notice because there is no space underneath the door to push the N4 notice. The door is sealed tight and there is no way the Landlord served the N4 as per their Certificate of Service.
3. The Landlord's Legal Representative stated that another licensed paralegal from his office served the N4 personally. The paralegal named Nivetha testified that she served the N4 notice and stuck it in the door and closed the storm door. The Landlord's Legal Representative submitted a picture showing an envelope stuck inside the door.
4. Based on the evidence, I am satisfied the Landlord served an N4 notice on the Tenant on December 16, 2025, deemed served the same day.

Who is the Landlord?

5. The Tenant testified that Morteza Lamai Ramandi is not the Landlord. The Tenant stated that Hamid Darzi is the landlord as this is the person who the Tenant spoke to when the tenancy started. The Tenant claims he signed a lease but was never given a copy of the lease. The Tenant has asked for the same multiple times. No proof of the same was submitted.
6. The Landlord's Legal Representative stated that Hamid Darzi and Morteza Lamai Ramandi are cousins. Hamid Darzi helps with the property. The Tenant has known all along who the Landlord is as he has text messages with both Hamid Darzi and Morteza Lamai Ramandi. There is no lease agreement and the agreement to lease was done via texts as submitted by the Tenant himself.
7. As per section 2 of the Residential Tenancies Act, 2006 (the 'Act'), the definition of Landlord is:

“landlord” includes,

(a) the owner of a rental unit or any other person who permits occupancy of a rental unit, other than a tenant who occupies a rental unit in a residential complex and who permits another person to also occupy the unit or any part of the unit,

(b) the heirs, assigns, personal representatives and successors in title of a person referred to in clause (a), and

(c) a person, other than a tenant occupying a rental unit in a residential complex, who is entitled to possession of the residential complex and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent; ("locateur")

8. I find both Hamid Darzi and Morteza Lamai Ramandi fit the definition of Landlord as per the Act and there is no prejudice to the Tenant if the application is filed by either the owner of the property or the person who permitted occupancy which in this case is Hamid Darzi.

Is the amount claimed on the N4 notice correct?

9. The N4 notice calculated the rent owing as follows:

Rental Period	Rent Charged	Rent Paid	Rent Owed
01/04/2025 to 31/10/2025	\$17,500.00	\$5,600.00	\$11,900.00
01/11/2025 to 30/11/2025	\$ 2,500.00	\$0.00	\$ 2,500.00
01/12/2025 to 30/12/2025	\$ 2,500.00	\$0.00	\$ 2,500.00

10. The Tenant submitted that the N4 notice is invalid as it does not account for all payments made by him. He claimed that between April 1, 2025 and October 31, 2025, he made three e-transfer payments totalling \$6,100.00 (\$2,500.00 on April 1, 2025, \$2,100.00 on August 6, 2025, and \$1,500.00 on October 10, 2025). He stated that during the same period he made some payments by cash.
11. In support of his position, the Tenant admitted into evidence Interac e-transfer details. The Tenant also admitted into evidence text communication between him and Hamid Darzi which he argued confirms payments made towards the rent.
12. The Landlord's Legal Representative challenged the credibility of the evidence provided by the Tenant. He argued that the original text communication is in Farsi and were translated by the Tenant. He submitted that as the translation is not a certified translation, it would be prejudicial to rely on them.
13. The Landlord's Legal Representative submitted that the lawful monthly rent is \$2,500.00 and that the Tenant is responsible for paying utilities to the Landlord. He argued that given this, it can not be concluded that the e-transfer payments made by the Tenant were for rent.
14. The text messages relied upon by the Tenant are ambiguous and unclear. I am unable to verify the accuracy of the translations, which the Tenant testified were generated using a

translation application. As such, I did not place significant weight on this evidence. This leaves the Interac e-transfer details provided by the Tenant. I agree with the Landlord's Legal Representative that the issue with this evidence is that the payments do not specify whether they are for rent or for utilities. Given this, I am not convinced the Tenant paid the Landlord \$6,100.00 towards rent between April 1, 2025 to October 31, 2025.

15. Based on the evidence before me, I find the N4 notice is valid.
16. 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.
17. As of the hearing date, the Tenant was still in possession of the rental unit.
18. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
19. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
20. The Tenant has not made any payments since the application was filed.
21. The rent arrears owing to March 31, 2026 are \$24,400.00.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. There is no last month's rent deposit.
24. 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.
25. The Tenant testified that he met with an accident and has back and neck injury. The Tenant is unable to work and as a single Tenant left in the property unable to make rent payments. The Tenant has not looked for other places to move to and needs three months to move out.
26. I do not find the tenancy is viable. The Tenant has not made any rent payments since the application was filed. The rent arrears are substantial. The Tenant has known since December 2025 that he is unable to pay rent and yet has taken no steps to find alternate accommodations. I find no reason to delay or deny eviction.

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:**

- \$27,086.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$29,586.00 if the payment is made on or before May 4, 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 4, 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 4, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$24,058.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting March 25, 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 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 5, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 4, 2026, then starting May 5, 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 5, 2026.

April 23, 2026

Date Issued

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 5, 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	\$26,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$27,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 4, 2026

Rent Owing To May 31, 2026	\$29,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$29,586.00

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

Rent Owing To Hearing Date	\$23,872.56
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$24,058.56
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	