



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

File Number: LTB-L-006232-26

In the matter of: 0413, 105 ISABELLA ST
TORONTO ON M4Y1N9

Between: MetCap Living Management Inc. Landlord

And

Hossein Golshahi Tenant
Hadis Ghazanfarinia

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Hossein Golshahi and Hadis Ghazanfarinia (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 9, 2026.

The Landlord's legal representative Christine Daniel and one of the Tenants, Hossein Golshani attended the hearing.

Preliminary:

Amend application to correct Tenant's last name

1. The Tenant stated that his last name was incorrect on the application. The Tenant stated his last name should be spelled Golshahi.
2. The Landlord's legal representative did not object to amending the application.
3. With the totality of the submissions before me I find it appropriate to amend the application to correct the clerical error in the Tenant's name.
4. The amendment is reflected in this order.

The Tenant requested a Farsi interpreter

5. Board records indicate the Tenant made a request for a Farsi interpreter on February 25, 2026.
6. The Board responded to the Tenant's request on the same day a few hours later informing the Tenant that the LTB does not provide Farsi interpreters and the Tenant has options to bring a family member or friend, or in the alternative hire an interpreter. The LTB's response also included information for the Tenant to apply for the LTB to cover the cost and gave instructions for the Tenant to reply by March 2, 2026.
7. The Tenant responded on April 5, 2026 stating he had not received follow up from the Board.
8. At the hearing the Tenant requested an adjournment so he may find an interpreter for the hearing.
9. The Tenant stated he has no friends or family to aid in interpretation and cannot afford to hire an interpreter.
10. The Tenant stated he agrees he has not paid rent in 5 months but disputed the total amount the Landlord was seeking and required time to get legal representation.
11. The Landlord's legal representative objected to the adjournment request stating the Tenant has had a month and a half since communicating with the LTB to get an interpreter.
12. The Landlord's legal representative made note that during the Tenant's submissions he was clearly and fluently communicating with English in a manner that would allow the Tenant to participate fully and fairly.
13. The Landlord's legal representative stated the arrears are substantial and the Tenant has not made any payments since the application was filed and any further delay is prejudicial to the Landlord.

Analysis

14. I conducted my own analysis of the Tenant's grasp of the English language. After asking several questions of the Tenant I was satisfied the Tenant demonstrated more than a base level command of the English language. The Tenant was able to articulate that he understood the purpose of the hearing, what the Landlord was seeking and was able to provide details of his situation regarding the arrears owing.
15. I asked the Tenant if he had no friends or family to call upon to interpret and he could not afford to hire one, how an adjournment would change his circumstances.
16. The Tenant restated his dispute on the arrears and his desire to seek legal representation.
17. In my view the Tenant's request for an adjournment is more likely than not to address his desire to seek legal advice.

18. The Board's Interpretation Guideline 1 provides guidance on adjournment requests and has this to say about adjournment requests to allow representation:

Section 10 of the SPPA states that a party may be represented by a representative at a hearing. However, the right to representation is not absolute and an adjournment is not automatically granted when it is requested on this ground. The onus is on the party wishing to be represented to make all reasonable efforts to find a lawyer or paralegal able to represent them at the hearing once they become aware of the hearing date.

19. The Tenant led with insufficient submissions on why he did not make every effort to obtain legal advice. I find the Tenant has not provided the LTB with exceptional circumstances as to why he was unable to obtain legal representation for the hearing given the more than two months since the LTB issued the notice of hearing.
20. With the totality of submissions before me I am satisfied that the Tenant was able to use English with confidence and clarity well enough to make submissions on the allegations in the application. I am not satisfied that granting an adjournment to the Tenant would reasonably change his circumstances regarding his ability to bring an interpreter to the next hearing.
21. I am also satisfied that the Tenant has had ample opportunity to seek out legal advice in advance of the hearing. The Tenant stated he is not employed and I do not find any exception circumstances provided by the Tenant that has prevented him from pursuing his legal options.
22. The Tenant's request is denied.
23. I provided instructions to the Tenant that if at any time the Tenant required the Landlord's legal representative or myself to rephrase words, slow speech down or repeat submissions the Tenant was encouraged to do so.
24. The Tenant understood and the hearing proceeded.

Determinations:

25. 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.
26. As of the hearing date, the Tenant was still in possession of the rental unit.
27. The lawful rent is \$2,410.00. It is due on the 1st day of each month.
28. Based on the Monthly rent, the daily rent/compensation is \$79.23. This amount is calculated as follows: \$2,410.00 x 12, divided by 365 days.
29. The Tenant has not made any payments since the application was filed.

30. The rent arrears owing to April 30, 2026 are \$12,146.41.
31. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges and \$10.00 for bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
32. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
33. The Landlord collected a rent deposit of \$2,410.00 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.
34. Interest on the rent deposit, in the amount of \$34.94 is owing to the Tenant for the period from August 1, 2025 to April 9, 2026.

Landlord submissions

35. The position of the Landlord is the arrears as of the day of the hearing are substantial and the Tenant has made no payment since the Landlord filed the application.
36. The Landlord's legal representative stated she acknowledges the Tenant is experiencing some difficulties in his personal life but the Tenant has a responsibility to pay rent and the Landlord cannot house tenants for free.
37. The Landlord's legal representative stated the Landlord is amenable to a short delay of eviction to May 31, 2026.

Tenant submissions

38. The Tenant disputes the arrears. He stated he acknowledges he has not paid rent in five months and owed a balance before that however the Tenant argued a discrepancy in the Landlord's ledger.
39. After performing a line by line review of the Landlord's ledger it appears the Tenant had made a payment that put the Tenant in a credit on the ledger, then later the Tenant made a short payment which put the Tenant back in arrears.
40. All these things combined and in addition to the amount the Tenant does not dispute adds up to the amount the Landlord is seeking in the application.
41. With the totality of the evidence and submissions before me and on a balance of probabilities I find the Landlord has proved the allegations for the arrears of rent owing in the application.
42. Therefore, the Landlord's application is granted.

Section 83 analysis

43. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests.
44. In this case, based on the evidence and submissions before me I find the tenancy is not viable.
45. Neither the Tenant that attended the hearing nor the Tenant's wife (the other named Tenant) are employed.
46. The Tenant's wife is pregnant and expecting delivery sometime in late June 2026 and is not receiving any assistance or income.
47. The Tenant stated he has suffered some medical setbacks, forcing him to seek medical professional help, which affected his employment and his ability to pay rent.
48. The Tenant submitted a note from his medical professional (DOC-7463280) who ordered him to be off work. The note goes on to say that the doctor will reassess him on May 5, 2026 to see about a, "...potential return to work."
49. As of the day of the hearing the Tenant does not have any source of income. The Tenant is not receiving EI benefits and stated he has applied to OW in November 2025 and was denied and has a social benefits tribunal hearing July 15, 2026 where he expects to start receiving some income.
50. The Tenant is requesting a delayed eviction until July 15, 2026 to allow him time to get the reassessment from his doctor and begin work and make payment arrangements with the Landlord, or receive compensation from OW or EI.
51. Neither Tenant is employed and therefore I cannot consider a repayment plan to preserve the tenancy. Not only is the Tenant unable to afford a repayment plan the Tenant is unable to pay the lawful rent.
52. The Tenant at the hearing is requesting a delay of July 15, 2026 which given the Tenant's submissions means the Tenants would be living rent free for another three months increasing the arrears owed to the Landlord from \$12,000.00 to \$19,000.00.
53. In my view this is not a reasonable request to ask that the LTB to delay an eviction on the speculation that the Tenant may be cleared to return to work, or the Tenant may be successful in his tribunal for receiving financial assistance.
54. In consideration of all the circumstances I find the Landlord is prejudiced by a long delay of eviction given the Tenant's current financial situation.
55. The Landlord's request for an eviction is granted, however I find it reasonable to afford the Tenant a short delay to find alternative housing or seek financial assistance to pay the arrears and preserve the tenancy.

56. 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.
57. This order contains all reasons for the determinations and order made. No further reasons will be issued.

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:**
 - \$12,362.41 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$14,772.41 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 \$8,220.54. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. 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 \$79.23 per day for the use of the unit starting April 10, 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 27, 2026
Date Issued

Greg Brocanier
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 April 30, 2026

Rent Owing To April 30, 2026	\$12,146.41
Application Filing Fee	\$186.00
NSF Charges	\$30.00
Total the Tenant must pay to continue the tenancy	\$12,362.41

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 May 31, 2026	\$14,556.41
Application Filing Fee	\$186.00
NSF Charges	\$30.00
Total the Tenant must pay to continue the tenancy	\$14,772.41

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

Rent Owing To Hearing Date	\$10,449.48
Application Filing Fee	\$186.00
NSF Charges	\$30.00
Less the amount of the last month's rent deposit	- \$2,410.00
Less the amount of the interest on the last month's rent deposit	- \$34.94
Total amount owing to the Landlord	\$8,220.54
Plus daily compensation owing for each day of occupation starting April 10, 2026	\$79.23 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

