



Order under Sections 31 and 69 Residential Tenancies Act, 2006

File Numbers: LTB-L-034729-25
LTB-T-024537-24
LTB-T-104728-24

In the matter of: 811, 50 COSBURN AVE
EAST YORK ON M4K2G5

Between: Fifty Cosburn Landlord

And

Farhad Eslah Tenant

Fifty Cosburn (the 'Landlord') applied for an order to terminate the tenancy and evict Farhad Eslah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed charges related to NSF cheques (LTB-L-034729-25).

Farhad Eslah (the 'Tenant') applied for an order determining that Fifty Cosburn (the 'Landlord') altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenant (LTB-T-024537-24).

Farhad Eslah (the 'Tenant') also applied for an order determining that Fifty Cosburn (the 'Landlord') entered the rental unit illegally and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household (LTB-T-104728-24).

The Landlord also claimed charges related to NSF cheques.

These applications were heard by videoconference on April 22, 2026.

The Landlord's Agent Dora Zaharia, the Landlord's Legal Representative Kristen Ley and the Tenant attended the hearing.

At the hearing, the parties before the Board consented to the following order. I was satisfied the parties understood the consequences of the joint position.

Determinations:

1. At the hearing, the parties agreed that:
 - a) the lawful monthly rent is \$2,042.27 and it is due on the first day of each month.
 - b) the rent arrears owing to April 30, 2026 are \$22,352.71 including costs.

- c) in consideration of the Tenant's T2 applications, the Landlord will pay the Tenant a rent abatement in the amount of \$3,984.94.
- d) once the amount of the rent abatement is set off against the rent arrears, the amount the Tenant owes the Landlord for arrears of rent to April 30, 2026, including costs is \$18,367.77.
- e) The Landlord is no longer seeking NSF charges.

On consent of the parties, it is ordered that:

1. The Tenant shall pay to the Landlord \$18,367.77 for arrears of rent up to April 30, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$3,061.00 on May 20, 2026.
 - b) \$3,061.00 on June 20, 2026.
 - c) \$3,061.00 on July 20, 2026.
 - d) \$3,061.00 on August 20, 2026.
 - e) \$3,061.00 on September 20, 2026.
 - f) \$3,062.77 on October 20, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026 to October 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 24, 2026
Date Issued

John Cashmore
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.