



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corp v Niknejad-Ghamsari, 2026 ONLTB 31332

Date: 2026-04-29

File Number: LTB-L-011115-26

In the matter of: 624, 400 MCCOWAN RD
Toronto ON M1J1J5

Between: Toronto Community Housing Corp Landlord

And

Hassan Niknejad-Ghamsari Tenant

Toronto Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Hassan Niknejad-Ghamsari (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's Representative, Natassha Johnson, and the Tenant attended the hearing.

Determinations:

Was the Tenant in possession?

1. Pursuant to subsection 87(1.1) (a) of the *Residential Tenancies Act, 2006* (the 'Act'), a tenant must be in possession of the rental unit when an application is made for termination and eviction because of non-payment of rent. The Tenant testified that he has not resided at the rental unit since 2023 when he moved to a shelter. The move was fuelled by a continued issue with his neighbour which subsequently led to the Tenant being arrested. The Tenant decided to move to a shelter and asked the Landlord to transfer him to another unit in another building.
2. The Ontario Court of Appeal in *1162994 Ontario Inc. v. Bakker* [2004 CanLII 59995](#) (C.A.) considered the phrase "in possession" and found that possession of a rental unit involves some form of control over that unit. It is demonstrated by factors such as access to, use of, or occupation of the unit. The Court confirmed that the Board's predecessor, the Ontario Rental Housing Tribunal, lacked jurisdiction to make an order against the tenant because the tenant ceased to be in possession of the rental unit two years prior to the rent arrears application being filed:

[16] A "tenant in possession" must be a tenant as defined in s. 1 of the Act... The phrase "tenant in possession" must refer to a subset of the broader group identified as tenants under the Act. Not all tenants will be "tenants in possession". Some persons who qualify as tenants under the Act will not be in possession of the rental unit and will, therefore, not be subject to an order under s. 86 [subsequently s.87 of the RTA].

...

[18] Not every dispute over rent arrears can be resolved by the Tribunal in a speedy, fair and efficient manner. I think the requirement that the tenant be "in possession of the rental unit" at the time of the application reflects a determination that rent arrears disputes can be resolved efficiently and fairly through the Tribunal where the tenant at the time of the application continues to have some connection with the rental unit and, therefore, some relationship with the landlord. Situations where that connection has been severed and the relationship gone are best resolved through the more formal court processes.

[19] [. . .] a "tenant in possession" is a person who was using or occupying the rental unit at the time of the application but does not necessarily indicate that the phrase is limited to users and occupiers.

[20] [. . .] In my view, possession of a rental unit refers to some form of control over that unit as demonstrated by factors such as access to, use of, or occupation of the unit.

[21] There will be cases, although I would not think a great many, where a determination of whether the tenant was "in possession of the rental unit" at the time of the application will raise a difficult issue. In those cases, the Tribunal will have to decide, based on the evidence, whether there is a sufficient connection between the rental unit and the tenant to permit a finding that the tenant was "in possession" of that rental unit.

3. The Landlord's Legal Representative indicated she was unaware the Tenant had been residing in a shelter. She stated that the Tenant is not on a list for a transfer as he is required to apply to be transferred to another unit.
4. The Tenant did not return his keys to the Landlord. His personal belongings remain in the rental unit. For these reasons, I find that the Tenant has maintained some from of control over the unit and is still in possession of the rental unit.

Notice of End Tenancy Early for Non-payment of Rent (N4 Notice)

5. The Landlord served the Tenant with a valid 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.

6. The lawful rent is \$1,708.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$56.15. This amount is calculated as follows: \$1,708.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to April 30, 2026, are \$7,867.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
13. The Tenant testified that he does not want to return to the rental unit. Therefore, 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:**
 - \$8,053.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$9,761.00 if the payment is made on or before May 10, 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 10, 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 10, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,131.10. 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 \$56.15 per day for the use of the unit starting April 15, 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 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 11, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 10, 2026, then starting May 11, 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 11 2026.

April 29, 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 11, 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	\$7,867.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,053.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 10, 2026

Rent Owing to May 31, 2026	\$9,575.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,761.00

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

Rent Owing to Hearing Date	\$6,945.10
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,131.10
Plus, daily compensation owing for each day of occupation starting April 15, 2026	\$56.15 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	