



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sahebnazar v Duffus, 2026 ONLTB 35950

Date: 2026-05-07

File Number: LTB-L-012857-26

In the matter of: Main Floor, 145 WILLOW LANE
Newmarket ON L3Y4J1

Between: Ehsan Sahebnazar Landlord

And

Fiona L Duffus Tenant

Ehsan Sahebnazar (the 'Landlord') applied for an order to terminate the tenancy and evict Fiona L Duffus (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 20, 2026.

The Landlord's legal representative, Reyhaneh Lajevardi, and the Tenant attended the hearing.

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.
3. The Tenant vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,500.00. It was due on the 1st day of each month.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$6,700.00.
7. Rent arrears are calculated from the start of the lease on June 23, 2025 to the date the Tenant moved out on March 31, 2026. The Landlord incorrectly calculated the daily rent due for the period of June 23 to June 30, 2026, however as the calculation error is in the Tenant's favour, it can proceed unchanged.
8. The Tenant disputes owing any rent for June 2025 because she did not move into the rental unit until July 1, 2025 and was not aware that the lease had been signed with an earlier start date by her realtor. The lease documentation is clear that the lease begins on June 23, 2025, and therefore so does the Tenant's obligation to pay rent, even if she did not physically occupy the unit until a later date. If the Tenant's realtor signed the documentation without properly reviewing it or without properly consulting with the Tenant, that is a separate matter to be resolved between the Tenant and their realtor.
9. The Landlord claims \$120.00 for 6 returned cheques. The Tenant submitted a text message exchange between herself and the Landlord confirming that no further cheques would be cashed and the Tenant would pay by e-transfer instead. Although the Tenant did not properly serve the text messages to the Landlord as evidence, I find it is not prejudicial to the Landlord to allow the inclusion of communication between the parties which both parties were privy to. The Landlord is entitled to be reimbursed \$20.00 for administration charges on the first returned cheque but is not entitled to reimbursement for later cheques which the Landlord should not have cashed.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
12. Interest on the rent deposit, in the amount of \$40.56 is owing to the Tenant for the period from June 23, 2025 to March 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of March 31, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,365.44. 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 and unpaid NSF charges. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. 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 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Dawn Carr
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	\$6,700.00
Application Filing Fee	\$186.00
NSF Charges	\$20.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$40.56
Total amount owing to the Landlord	\$4,365.44