



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

File Number: LTB-L-109291-25

In the matter of: 1725, 80 HARRISON GARDEN BLVD
NORTH YORK ON M2N7E3

Between: RANSLEIGH BAIRD Landlord

And

BAHAR EBRAHIMI Tenant

RANSLEIGH BAIRD (the 'Landlord') applied for an order to terminate the tenancy and evict BAHAR EBRAHIMI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 5, 2026.

The Landlord's Legal Representative babak Karimkhani and the Landlord attended the hearing.

The Tenant attended the hearing.

The Tenant's Legal Representative Kamand Khanmohammadi attended the hearing and was not permitted to appear and make any submissions in the hearing because their status pursuant to the Law Society Of Ontario was listed as "ineligible to provide legal services".

Determinations:

Request to Adjourn

1. The Tenant had requested an adjournment of their own application LTB-T-056526-25 because they only learned in the hearing that their legal representative could not represent them in the hearing.
2. Although the Tenant then persisted that their application be heard with the Landlord's application because they were claiming set-off and it would be unfair to proceed, I declined to adjourn the Landlord's application.
3. They also submitted that since the Landlord had not provided an L1/L9 update for this hearing that they were not prepared to proceed, and it should be adjourned.
4. I declined to grant the request to adjourn the Landlord's application.

5. In the Board's Interim Order LTB-L-109291-25-IN issued on April 13, 2026, the Board ordered the Tenant to pay the lawful rent in full- and on-time accordance with the written and verbal agreements.
6. The Landlord submitted that the Tenant did not pay the lawful rent for May 2026.
7. I indicated that *viva voca* evidence would be acceptable to determine the arrears of rent owing.
8. This application had been previously adjourned, and the Tenant failed to comply with an order of the Board by paying rent when it came due. I was satisfied that there was significant prejudice to the Landlord if this was adjourned while the Tenant continued to refuse to pay the lawful rent.

L1 application

9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
12. The Tenant has paid \$9,200.00 to the Landlord since the application was filed.
13. The rent arrears owing to May 15, 2026, are \$5,324.55.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$2,300.00 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.
16. Interest on the rent deposit, in the amount of \$122.08 is owing to the Tenant for the period from January 3, 2024, to May 5, 2026.
17. The parties consented to an enforceable consent order to terminate the tenancy as of May 15, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 15, 2026. The Tenant must vacate the rental unit on or before May 15, 2026.
2. the Tenant shall pay to the Landlord \$3,088.47 for arrears of rent owing up to May 15, 2026.
3. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. (\$5,324.25 (arrears)- \$2,300.00 (LMR), - \$122.08 (interest on LMR) + \$186.00 (application fee))

4. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting May 16, 2026, until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 16, 2026.

May 11, 2026
Date Issued

Robert Patchett
Vice Chair, 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 16, 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.