



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

File Number: LTB-L-016232-26

In the matter of: MAIN FLOOR, 216 HARRYGAN CRES
RICHMOND HILL ON L4C4J1

Between: Mehrnoosh Monabbati Landlords
Mohammad-Ebrahim Mehrparver

And

Hamid Habibi Tenant

Mehrnoosh Monabbati and Mohammad-Ebrahim Mehrparver (the 'Landlords') applied for an order to terminate the tenancy and evict Hamid Habibi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlords' Legal Representative, Ravis Mohebbian, and the Tenant attended the hearing.

Determinations:

1. The Landlords 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,150.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 4, 2026, are \$55,900.00. There was no dispute as to the rental arrears owing.
7. The rent arrears owing to the Landlords are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes

any rights the Landlords may have to claim the full amount owing at the LTB or a court. The Landlords were made aware of the LTB's monetary jurisdiction and chose to proceed with this application.

8. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$2,150.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$298.78 is owing to the Tenant for the period from October 5, 2018, to April 30, 2026.
11. The Tenant is being ordered to pay \$50,000.00 for rent arrears, daily compensation, plus the Landlords' cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

Relief from Eviction

12. The Landlords sought a standard voidable eviction order, that would provide the Tenant 11 days to pay off all outstanding amounts and void the order.
13. The Landlords' Legal Representative stated that the Tenant has not paid rent since March 2024. The Landlords' Legal Representative testified that as a result of the arrears, the Landlords have had to move into a smaller, one bedroom accommodation as they face significant financial burdens from the non-payment of rent by the Tenant.
14. The Landlords' Legal Representative testified they reached out to the Tenant in the past to negotiate a payment plan; however, the Tenant was not responsive to this proposition. The Landlords' Legal Representative was not aware of any reason to delay or deny eviction.
15. The Tenant testified that they wanted an extended amount of time to pay the arrears as his employment was periodic. The Tenant further stated that he has back pain and works in construction but has had no income since January 2026. The Tenant also did not indicate how much time they needed to pay off the arrears, provide particulars of a proposed payment plan, nor did they provide any details as to why they did not pay rent to the Landlords as it became due. The Tenant sought at least two to three months to find new housing if eviction was ordered.
16. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Landlord has attempted to work with the Tenant, but the Tenant has failed to comply with any payment plan, and they have also failed to pay any rent. The arrears now exceed the Board's new jurisdictional limit. I find that the tenancy is no longer viable, and it is prejudicial to the Landlord for the tenancy to continue.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$58,236.00 if the payment is made on or before May 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$50,186.00. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenant. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.
6. If the Tenant does not pay the Landlords 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.
7. If the unit is not vacated on or before May 22, 2026, then starting May 23, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 23, 2026.

May 11, 2026
Date Issued

Amit Gursaud
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 23, 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 May 22, 2026

Rent Owing To June 4, 2026	\$58,050.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$58,236.00

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

Rent Owing To Hearing Date	\$55,587.68
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,150.00
Less the amount of the interest on the last month's rent deposit	- \$298.78
Total amount owing to the Landlords (limited by monetary jurisdiction)	\$50,186.00