



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

File Number: LTB-L-100436-25

In the matter of: 1304 KINGSTON RD
SCARBOROUGH ON M1N1P5

Between: Hooshfar Pezeshkian Landlord

And

Jennifer Nolan-Gibbs Tenant
Tyler Arnburg

Hooshfar Pezeshkian (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Nolan and Tyler Arnburg (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 26, 2026.

The Landlord Hooshfar Pezeshkian and the Tenant Jennifer Nolan-Gibbs attended the hearing.

When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Application Amended

1. At the hearing, the parties agreed that the application should be amended to reflect the Tenant’s correct name as “Jennifer Nolan-Gibbs”. I granted the request, and the application shall therefore be amended to reflect this change.

L1 Application – Non-Payment of Rent

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows: $\$2,600.00 \times 12$, divided by 365 days.
6. The Tenant has paid \$3,795.61 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2026, are \$11,804.39. This was undisputed at the hearing.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,600.00 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.
10. Interest on the rent deposit, in the amount of \$105.54 is owing to the Tenant for the period from June 29, 2024, to March 26, 2026.

L2 Application – Unpaid Utilities

11. On November 3, 2025, the Landlord gave the Tenant a first N5 notice of termination. The notice alleged that the Tenant failed to pay electricity costs that the Tenant was required to pay under the terms of the tenancy agreement, thereby interfering with the Landlord's lawful rights, privileges, or interests. The utility arrears claimed relate to Toronto Hydro charges for the period from September 2025 to March 2026.
12. The Landlord's evidence was that the tenancy agreement requires the Tenant to pay the electricity costs for the rental unit, but that the utility account remained in the Landlord's name and the Landlord paid the outstanding Toronto Hydro charges because the Tenant did not do so. The Landlord claimed \$1,775.84 for electricity costs paid on the Tenant's behalf. The Tenant did not dispute the amount of the utility arrears or that they were responsible to pay them under the tenancy agreement.

13. On the basis of the evidence before the Board, I find on a balance of probabilities that the Tenant failed to pay electricity costs that they were required to pay under the terms of the tenancy agreement, and that the Landlord incurred reasonable out-of-pocket expenses of \$1,775.84 as a result. I am satisfied that the Tenant's failure to pay those utility charges substantially interfered with the Landlord's lawful rights, privileges, or interests. The Landlord was required to cover an expense that the Tenant had agreed to pay, and the utility arrears continued well beyond the voiding period set out in the first N5 notice. The Landlord has therefore proven the ground for termination in the L2 application.
14. Accordingly, the tenancy shall be terminated, and the Landlord is entitled to be compensated for the reasonable out-of-pocket expenses incurred as a result of the Tenant's failure to pay electricity costs.

Relief from Eviction

15. The Tenant requested relief from eviction in the form of a conditional order. The Tenant proposed to pay \$5,000.00 toward the arrears and utility charges from an anticipated tax refund, followed by payments of \$400.00 per month, while also paying the ongoing rent and utilities in full and on time. The Tenant submitted that they have an 8-year-old son who attends school nearby, that family support is close by, and that the family would face temporary homelessness if evicted. The Tenant also submitted the household income is approximately \$3,200.00 per month. However, no documentary evidence was filed to support the alleged income, the anticipated tax refund, or the proposed ability to make the payments.
16. The Landlord opposed relief and requested a standard order because they are not satisfied that the proposed payment plan is realistic or sustainable, and that the proposed repayment plan would require approximately 22 months to repay the balance after the proposed lump sum payment, while keeping current with the monthly rent of \$2,600.00 and ongoing utilities.
17. 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. In my view, given the substantial rent arrears, the additional unpaid utility charges, the absence of reliable evidence establishing an ability to comply with the proposed repayment terms, and the ongoing prejudice to the Landlord, I find that it would be unfair to grant relief from eviction.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 24, 2026.
2. The Tenant shall pay the Landlord any rent arrears and unpaid utilities owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.

3. As of the date of the hearing, the Tenant owes the Landlord **\$10,633.83**. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$85.48 per day for the use of the unit starting March 27, 2026, to 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 25, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 24, 2026, then starting May 25, 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 25, 2026.

May 13, 2026
Date Issued

Kyle Anderson
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 of the Tenant expires on November 25, 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 as the tenancy is terminated

Rent Owing To March 26, 2026	\$15,172.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$3,795.61
Less the amount of the last month's rent deposit	-\$2,600.00
Less the amount of the interest on the last month's rent deposit	-\$105.54
Plus the Landlord's out-of-pocket expenses for unpaid utilities	\$1,775.84
Total amount owing to the Landlord	\$10,633.83
Plus daily compensation owing for each day of occupation starting March 27, 2026	\$85.48 (per day)