



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

File Number: LTB-L-029396-26

In the matter of: 301, 7825 BAYVIEW AVE
THORNHILL ON L3T7N2

Between: BEHDOKHT (NIKKI) NIKAEIN (TRUSTEE FOR ABOLFAZL NIKAEIN) Landlord
FOR ABOLFAZL NIKAEIN)

And

MARK BARANY Tenant

BEHDOKHT (NIKKI) NIKAEIN (TRUSTEE FOR ABOLFAZL NIKAEIN) (the 'Landlord') applied for an order to terminate the tenancy and evict MARK BARANY (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (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 May 12, 2026.

Only the Landlord's legal representative, A. Mehrabian, attended the hearing.

As of 1:56 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,942.00. It is due on the 15th day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$96.72. This amount is calculated as follows: \$2,942.00 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 14, 2026 are \$13,123.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,800.00 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.
9. Interest on the rent deposit, in the amount of \$234.00 is owing to the Tenant for the period from December 15, 2022 to May 12, 2026.

L2 Application – Persistent Late Payment of Rent

10. On March 27, 2026, the Landlord gave the Tenant a Notice to End your Tenancy at the End of the Term (N8 notice) for persistent late payment of rent with a termination date of June 14, 2026. The N8 notice alleged that the Tenant persistently paid the rent late 22 times between January 2024 to March 2026. The lease was month- to-month at the time of service and rent was due on the 15th of every month.
11. Based on the uncontested evidence before me, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 15th day of each month. The rent has been paid late 24 times in the past 29 months.
12. The pattern of late payments is unmistakable and persistent.
13. Given my findings on the L2, there is no opportunity to void termination of the tenancy by paying the outstanding arrears. That is, since termination of the tenancy is granted for persistent late payment of rent, the Tenant cannot void termination in this case.

Relief from Eviction

14. Based on the uncontested evidence before me, 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 Tenant was not present to make submission on any relief sought.

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 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears 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 \$10,041.16. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$96.72 per day for the use of the unit starting May 13, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

May 20, 2026
Date Issued

Mayra Sawicki
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 December 1, 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 May 12, 2026	\$12,889.16
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,800.00
Less the amount of the interest on the last month's rent deposit	-\$234.00
Total amount owing to the Landlord	\$10,041.16
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$96.72 (per day)