



**Order under Section 69, 88.1 & 88.2
Residential Tenancies Act, 2006**

File Number: LTB-L-007009-26

In the matter of: UPPER, 291 WELDRICK RD E
RICHMOND HILL ON L4C0A6

Between: 7676638 Canada Inc. Landlord

And

Farshid Fazaelihashemi Tenant

7676638 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Farshid Fazaelihashemi (the 'Tenant') because

- the Tenant did not pay the rent that the Tenant owes (L1 application).
- 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 applied for an order for the Tenant to pay the Landlord's reasonable out-of-pocket costs that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement (L2 application).

This application was heard by videoconference on May 12, 2026.

Only the Landlord's Legal representative Yun Tao Li attended the hearing. As of 11:02am, the Tenant was not present or represented at the hearing.

Determinations:

L1 Application

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 \$3,700.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$121.64. This amount is calculated as follows: \$3,700.00 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 31, 2026 are \$29,600.00.
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 \$3,700.00 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 \$331.57 is owing to the Tenant for the period from September 1, 2022 to May 12, 2026.

L2 Application:

10. The Landlord's L2 application is based on a N5 notice of termination served to the Tenant alleging substantial interference. The N5 notice asserts that the Tenant has failed to pay utility charges for hydro, gas and water and has further failed to pay their portion of costs for the hot water tank rental.
11. The Landlord's application also seeks monetary compensation pursuant to section 88.2 of the Act for the unpaid utility charges.
12. At the hearing, the Landlord was advised that the charges claimed for the hot water tank rental does not meet the definition of utilities as defined in section 2 of the Act. Therefore, the application is amended to include these portion of the costs as a claim for out-of-pocket expenses for substantial interference pursuant to section 88.1 of the Act.
13. The Landlord's representative stated that as per the tenancy agreement, the Tenant is responsible for 50% of the utility charges and 50% of the hot water tank rental.
14. The Landlord submitted into evidence a copy of the unpaid utility bills and the water tank rental. The Landlord also submitted a ledger of the unpaid charges which confirm that the Tenant owes to the Landlord \$1,366.14 in unpaid utilities and \$74.70 in unpaid charges for the water tank rental.
15. The Landlord's representative stated that since the N5 notice of termination was served, that these outstanding amounts have yet to be paid. Therefore, we find that the N5 notice was not voided pursuant to subsection 64(3) of the Act.
16. The Landlord is entitled to compensation in the amount of \$1,440.84 for these unpaid amounts.

Relief From Eviction:

17. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord

attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

18. The Tenant was not present at the hearing to give evidence or submissions with respect to their circumstances or to propose a repayment plan for the outstanding amounts owing. As such, the tenancy will terminate on a non-remedial basis as the Landlord has met their burden of proof on both the L1 and L2 application.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit by June 2, 2026.
2. The Tenant shall pay to the Landlord \$23,514.11. 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. See Schedule 1 for the calculation of the amount owing.
3. The Tenant shall pay \$1,440.84 for utilities and out of pocket expenses.
4. The Tenant shall also pay the Landlord compensation of \$121.64 per day for the use of the unit starting May 13, 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 June 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before June 2, 2026, then starting June 3, 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 3, 2026.

May 22, 2026
Date Issued

Darlene Cook
Member, Landlord and Tenant Board

Fabio Quattrociocchi
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 December 3, 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

Rent Owing To May 31, 2026	\$29,600.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,700.00
Less the amount of the interest on the last month's rent deposit	- \$331.57
Total amount owing to the Landlord	\$25,754.43
Plus daily compensation owing for each day of occupation starting May 13, 2026	\$121.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	
Utilities and Out of Pocket Expenses	\$1,440.84
Total Amount Owing	\$27,195.27.00