



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

File Number: LTB-L-019934-26

In the matter of: 216, 2870 DUNDAS ST W
TORONTO ON M6P1Y8

Between: JUNCTION MP INC. Landlord

And

MILAD AZARIN Tenant

JUNCTION MP INC. (the 'Landlord') applied for an order to terminate the tenancy and evict MILAD AZARIN (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was heard by videoconference on May 14, 2026. The Landlord's legal representative, Ashley Cassidy and the Tenant attended the hearing. The Tenant met with Duty Counsel prior to the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenant with a 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 monthly lawful rent is \$2,098.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily compensation is \$69.00. This amount is calculated as follows: \$2,098.75 x 12 months, divided by 365 days.
5. The rent arrears owing to May 31, 2026 are \$17,090.00
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord is entitled to \$45.00 for administration charges and bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF.
8. The Landlord collected a rent deposit in the amount of \$1,950.00 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. This deposit will apply as rent for the month of June 2026.
9. Interest on the rent deposit in the amount of \$81.99 is owing to the Tenant for the period from September 1, 2024 to May 31, 2026. This amount has been used to increase the amount of the rent deposit held by the Landlord so that is equal to the current lawful rent.
10. After applying the interest owed by the Landlord to the Tenant on the last month's rent deposit toward the required top-up, the Tenant shall pay the Landlord \$66.76, representing the difference between the adjusted last month's rent deposit with interest (\$2,031.99) and the current monthly rent (\$2,098.75).

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on June 30, 2026. The Tenant must vacate the rental unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 July 1, 2026.
4. The Landlord shall apply the last month rent deposit for the period from June 1, 2026 to June 30, 2026 which is the last rental period of the tenancy.
5. If the Tenant does not vacate the rental unit by June 30, 2026, the Tenant shall pay to the Landlord \$69.00 per day for compensation for the use of the unit starting July 1, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$17,387.76 which represents arrears for the period ending May 31, 2026 (\$17,090.00) plus \$66.76 [(which represents the difference between the adjusted last month's rent deposit with interest (\$2,031.99) and the current monthly rent (\$2,098.75)] plus NSF fees (\$45.00) plus the application filing fee (\$186.00).

Additional Conditions and Terms of Payment

7. On or before May 25, 2026 the Tenant shall pay to the Landlord \$1,500.00 of the amount set out in paragraph 6.
8. On or before June 1, 2026 the Tenant shall pay to the Landlord \$66.76 of the amount set out in paragraph 6.

9. If the Tenant fails to make the payments in accordance with paragraphs 7 and 8 of this order, the outstanding balance of any arrears of rent to be paid by the Tenant to the Landlord pursuant to paragraph 6 of this order shall become immediately due and owing and the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 7 or 8 of this order. This may result in the Board issuing an order that terminates the tenancy before June 30, 2026.
10. If the Tenant comply with paragraphs 7 and 8, the Tenant shall pay to the Landlord the balance of the amount set out in paragraph 6 (\$15,821.00) on or before June 30, 2026.
11. If the Tenant fails to make the payment in accordance with paragraph 10 of this order, the full balance owing becomes due and payable immediately and the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Floredana Ungureanu
Hearings Officer, 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 January 1, 2027 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.