



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

File Number: LTB-L-092451-25-RV

In the matter of: 107 SHIRRICK DR
RICHMOND HILL ON L4E0B7

Between: Nasim Nakhaei Landlord
Gholam Reza Mohammad Mirzaei

And

Mark O'Neill Tenant
Helga Fritz

Nasim Nakhaei and Gholam Reza Mohammad Mirzaei (the 'Landlord') applied for an order to terminate the tenancy and evict Mark O'Neill, Helga Fritz (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Anome Mehrabian.

Determinations:

PRELIMINARY REQUEST

1. At the hearing, the Tenant sought to remove Kurt O'Neill Fritz, Hunter O'Neill Fritz as named Tenants because they while they were the Tenants' adult children, they were not leaseholders.
2. The Landlord provided the lease document at the Board's request and did not object to their removal.
3. In reviewing the lease agreement, it appears that while Kurt O'Neill Fritz and Hunter O'Neill Fritz are named on the first page of the lease agreement as tenants, their initials are not contained throughout the document nor are their signatures found at the last page.
4. Therefore, I am satisfied that Kurt O'Neill Fritz and Hunter O'Neill Fritz are not Tenants under the lease agreement, and the application is amended to remove them.

L1 APPLICATION

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,768.19. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$91.01. This amount is calculated as follows: $\$2,768.19 \times 12$, divided by 365 days.
9. The Tenant has paid \$16,495.26 to the Landlord since the application was filed.
10. The rent arrears owing to May 31, 2026 are \$5,422.50.
11. The Landlord seeks a standard order as the Landlord submits, they are not a corporation but have been dealing with the issue of arrears since 2023. While the Tenant offered her many explanations for the arrears, it's only when the Landlord applies to the LTB that the Tenant commits to paying the arrears and then falls back behind when the order is voided.
12. Further, this is not the first time the parties are before the Board, and the Tenant has previously breached a conditional order. The Landlord submits they work in the healthcare industry and do not have capacity to deal with ongoing issues of rent which is the basic contractual obligation of the Tenant.

Tenant's Request for Relief

13. The Tenant does not dispute the arrears as claimed by the Landlord and submits that they fell into arrears due to self-employment invoices not being paid by their clients, so the Tenant returned to work for his employer. The Tenant submits they are finally caught up on their other bills and are prepared to commit \$1,000.00 each month on top of the rent until the arrears are paid in full.
14. On cross-examination, the Tenant confirmed their household income totalled \$6,400.00 and their total monthly expenses were \$6,011.19 which was inclusive of the rent, groceries, phone bills, internet, gas bills for two vehicles and insurance on the cars. The Tenant confirmed their children are students receiving OSAP loans for their education but have expenses of \$500.00 each.
15. The Landlord opposes the Tenant's request for a repayment plan as, on its face, it appears the Tenant only has under \$400.00 after all their expenses are accounted for so it is unclear where they are going to have the funds to make further payments towards the arrears.
16. The Tenant submits they have resided in the unit for almost six years and would require a delay of 3-4 months if eviction is ordered as HF is not working, the children are adults in school, and they would need time to find another home.

ANALYSIS

17. Based on the evidence before the Board I find the arrears owing to May 31, 2026 total \$5,422.50 – this is undisputed.
18. With respect to the Tenant's request for a repayment plan, I agree with the Landlord. There appears to be insufficient funds to demonstrate the Tenant has the ability to repay their debt to the Landlord. It is also apparent that the Tenant has chosen to prioritize other expenses over paying to have a roof over their head.
19. So, I must think about when to terminate the tenancy.
20. While the Tenant seeks 3-4 months to vacate the premises, and the Landlord opposes any delay, given that the Landlord is holding a last month rent deposit, the Tenant's personal circumstances as well as the Landlord's, I find a brief delay to June 30, 2026 to be appropriate.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$2,550.00 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.
23. I 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 not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
24. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The application is amended to remove Kurt O'Neill Fritz and Hunter O'Neill Fritz as named Tenant.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,666.50 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$8,434.69 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

4. 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 June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 June 30, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,077.50. 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.
7. The Tenant shall also pay the Landlord compensation of \$91.01 per day for the use of the unit starting May 20, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, 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.
9. 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.
10. 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.

May 25, 2026
Date Issued

Sonia Anwar-Ali
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 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.

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 31, 2026

Rent Owing To May 31, 2026	\$21,917.76
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,495.26
Total the Tenant must pay to continue the tenancy	\$5,666.50

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$24,685.95
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,495.26
Total the Tenant must pay to continue the tenancy	\$8,434.69

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

Rent Owing To Hearing Date	\$20,878.76
Application Filing Fee	\$244.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$16,495.26
Less the amount of the last month's rent deposit	- \$2,550.00
Total amount owing to the Landlord	\$2,077.50
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$91.01 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	