



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

File Number: LTB-L-015701-26

In the matter of: 1, 260 Eagle St
Newmarket ON L3Y1K1

Between: Ahb Eagle 27 INC. Landlord

And

Amir - Masoud Behrad Tenant
Azam Yousefi

Ahb Eagle 27 INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Amir - Masoud Behrad and Azam Yousefi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 29, 2026.

The Landlord and the Tenant, Amir - Masoud Behrad, attended the hearing.

Preliminary issues:

1. During the hearing, the Tenant raised a preliminary issue with regards to the service of the N4 notice of termination (the "N4"). The Tenant submitted that he was not served with the N4 and only received a copy of the N4 through correspondence from the Board after the Landlord filed the application.
2. The Certificate of Service filed by the Landlord indicates that the N4 was served by Pawandeep Khinda ("PK") by placing the document under the door of the rental unit or through a mail slot in the door on November 17, 2025. The termination date on the N4 Notice is December 1, 2025.
3. Based on the evidence before me, I am satisfied on a balance of probabilities that the Landlord served the Tenant the N4 Notice by placing it under the door of the rental unit or through the mail slot in the door on November 17, 2025, as the Landlord claims. There is no explanation for why the Tenant did not receive it. However, I must only determine that the Landlord served the notice in accordance with the Act, which I find he has.
4. I also questioned the validity of the N4 Notice as it did not contain the correct date when rent was due.

5. Section 212 of the Act states:

(1) Substantial compliance with the Act respecting the contents of the forms, notices, or documents is sufficient.

(2) For greater certainty, an error in the contents of a form, notice, or document still constitutes substantial compliance with this Act, as long as the error does not significantly prejudice a party's ability to participate in a proceeding under the Act.

6. The Tenant acknowledges the amount owing. There is no indication that the Tenant did not understand the N4 notice or were confused by the incorrect rental periods in any way. I find that the amount claimed on the N4 correctly reflects five months of rent owing. As a result, I am satisfied that the error in the notice did not significantly prejudice the Tenants' ability to participate in this proceeding, and therefore I find that the notice of termination substantially complies with the requirements of the Act.

Determinations:

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 \$3,450.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$113.42. This amount is calculated as follows: $\$3,450.00 \times 12$, 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 \$37,950.00. The Tenant did not contest the amount owing.
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 \$3,450.00 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 \$78.40 is owing to the Tenant for the period from March 31, 2025, to April 29, 2026.
10. The Tenant proposes a payment plan to preserve their tenancy. The Tenant provides that they are unemployed, and they receive \$1,200.00 from child tax benefit and occasionally they receive \$2,800.00. The Tenant anticipates that they can sell their land they own in their previous country and receive a lump sum amount to cover the rent. However, the

Tenant did not provide when this would occur. The Tenant states their monthly expenses excluding their rent amount to \$3,500.00.

11. The Tenant submits that they has been living in the unit since 2025 with their two children who go to the school in the area.
12. The Landlord requested the Board consider a standard voidable eviction order, as the Landlord states they are a small Landlord. As a result of the Tenant's non-payment, they have been having difficulty paying the mortgage for the rental property.
13. Based on the evidence before me , I find that the Tenant cannot afford the monthly let alone pay towards the arrears. I was not provided with concrete objective evidence to support the Tenant's claim that her partner would be starting a job and/or the amount of his anticipated income. Even if I consider that the Tenant will get support from their partner, he is only covering half rent. I find that the Tenant cannot even afford to pay half the rent with her other expenses. The arrears are significant. I find it is more likely than not that if eviction was postponed, the arrears will continue to increase which would be unduly prejudicial to the Landlord.
14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$41,586.00 if the payment is made on or before June 5, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 5, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$34,607.60. 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.
6. The Tenant shall also pay the Landlord compensation of \$113.42 per day for the use of the unit starting April 30, 2026 until the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before June 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 5, 2026, then starting June 6, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 6, 2026.

May 25, 2026
Date Issued

Vinuri Sivalingam
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 6, 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 to void the eviction order and continue the tenancy if the payment is made on or before June 5, 2026

Rent Owing To June 14, 2026	\$41,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$41,586.00

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

Rent Owing To Hearing Date	\$37,950.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,450.00
Less the amount of the interest on the last month's rent deposit	- \$78.40
Total amount owing to the Landlord	\$34,607.60
Plus daily compensation owing for each day of occupation starting April 30, 2026	\$113.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	