



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

File Number: LTB-L-007650-26

In the matter of: BASEMENT #2, 19 DENHAM DR
RICHMOND HILL ON L4C6H6

Between: Farshad Heybati Landlord
Akram Farzin Gharehshiran

And

Craig Kay Tenant

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Farshad Heybati and Akram Farzin Gharehshiran (the 'Landlord') applied for an order to terminate the tenancy and evict Craig Kay (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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 April 20, 2026.

Only the Landlord, Farshad Heybati ('FH'), and the Landlord's legal representative, Brenda Guardado ('BG'), attended the hearing.

As of 9:36 a.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On January 14, 2026, the Landlord gave the Tenant an N8 notice of termination, deemed served on January 19, 2026. The notice of termination alleges that the Tenant paid the rent late each month from August 2025 to January 2026, inclusive.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. I find that the rent has been paid late for 6 consecutive months from August 2025 to January 2026, as alleged in the N8 notice.
5. Since the N8 notice was served, the Tenant has failed to pay the rent on time for the months of February, March, and April 2026.
6. Since August two N4 notices to end the tenancy for non-payment of rent have been given to the Tenant, two corresponding L1 applications have been filed, and the Tenant has been informed that the tenancy is at risk because of the ongoing failure to pay the rent by the date it is due.
7. FH and BG were not aware of any circumstances of the Tenant that would be relevant to whether I should exercise my discretion under section 83 of the Act to delay or deny eviction.
8. 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.
9. The Tenant was required to pay the Landlord \$1,068.20 in daily compensation for use and occupation of the rental unit for the period from April 1, 2026 to April 20, 2026. Any amount the Tenant paid for rent for this period shall be deducted from the amount owing.
10. Based on the monthly rent, the daily compensation is \$53.41. This amount is calculated as follows: $\$1,624.66 \times 12$, divided by 365 days.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,450.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$104.62 is owing to the Tenant for the period from April 1, 2023 to April 20, 2026.
13. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 2, 2026.
2. 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.

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 June 3, 2026.
4. The Tenant shall pay to the Landlord \$1,068.20, which represents compensation for the use of the unit from April 1, 2026 to April 20, 2026. Any amount the Tenant paid for rent for this period shall be deducted from the amount owing.
5. The Tenant shall also pay the Landlord compensation of \$53.41 per day for the use of the unit starting April 21, 2026 until the date the Tenant moves out of the unit. Any amount the Tenant paid for rent for this period shall be deducted from the amount owing.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$1,554.62 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenant.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

May 22, 2026
Date Issued

Mark Melchers
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 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.