



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

File Number: LTB-L-010692-26

In the matter of: 2118, 5 SHEPPARD AVE E
NORTH YORK ON M2N0G4

Between: Chunye Cho Landlord

And

Mozhgan Sahebfoooli Tenant

Chunye Cho (the 'Landlord') applied for an order to terminate the tenancy and evict Mozhgan Sahebfoooli (the 'Tenant') because the Tenant did not pay did not pay the rent that the Tenant owes. L1 application.

Chunye Cho (the 'Landlord') also applied for an order to terminate the tenancy and evict Mozhgan Sahebfoooli (the 'Tenant') because:

- 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;
- the Tenant has been persistently late in paying the Tenant's rent. L2 applications.

These applications were heard by videoconference on May 15, 2026 at 09:00 am.

The Landlord Representative Sabrina Malik, the Landlord, the Tenant Representative Rebecca Ward and the Tenant attended the hearing

Determinations:

L1 Application – Non-Payment of Rent

1. At the outset of the hearing the Tenant Representative requested that the Landlord's L1 application be dismissed as the Tenant had voided the N4 Notice by paying the amount of rent arrears owing before the date the application was filed.
2. Canvassing the Landlord Representative, they confirmed that the Tenant had paid the arrears owing pursuant to the N4 Notice, the day after the termination date given and prior to the Landlord filing the application.

3. Subsection 59(3) of the *Residential tenancies Act, 2006* (the “Act”) states the notice of termination is void if, before the day the landlord applies to the Board for an order terminating the tenancy and evicting the tenant based on the notice, the tenant pays,
 - (a) the rent that is in arrears under the tenancy agreement; and
 - (b) the additional rent that would have been due under the tenancy agreement as at the date of payment by the tenant had notice of termination not been given
4. Based on the above submissions, I directed that I would be granting the Tenant Representative’s request, that the Tenant had voided the notice pursuant to subsection 59(3) of the Act.

L2 Application – Substantial interference.

5. The Tenant Representative requested that the application be dismissed as the Landlord filed it based on a second N5 Notice of Termination (N5 Notice) but failed to provide a copy of the first N5 Notice along with the Certificate of Service (COS) pursuant to Ontario Regulation 516/06 subsection 53 (O.Reg.516/06)
6. In response the Landlord Representative was able to direct me to the COS for the first N5, but by their own submission acknowledged to failing to provide a copy of the first N5 Notice when filing the application.
7. O.Reg.516/06 subsection 53, sub-paragraph 3 states ff the application is with respect to a notice of termination due to a second contravention in six months, in addition to the information required by paragraph 1, a copy of the original notice of termination and a copy of the certificate of service of the original notice of termination.
8. Given the Landlord failed to provide a copy of the original N5 Notice, I directed I could not verify if the first N5 Notice was valid and therefore the Landlord was entitled to serve a second. On this basis I directed I would be granting the request and dismissing the L2 application alleging substantial interference.

L2 Application – Persistent Late Payment of Rent

9. The N8 Notice to Terminate the Tenancy (N8 Notice), served on November 30, 2025 alleges that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 18th day of each month, and the rent has been paid late each month since April 2023.
10. The Tenant Representative submitted that the Tenant did not contest the N8 Notice or the fact they had allegedly been persistently paying the rent late.
11. The Tenant testified that they wished to terminate the tenancy effective August 17, 2026. The basis for the relief sought was their ongoing medical issues, pursuit of accreditation as a dental assistant which required in person attendance, limited income, lack of family support and an inability, thus far, to find a new rental unit.

12. On cross examination they testified to having contacted the local community centre and other outreach agencies in an effort to find a new rental unit. They also testified that the college they attended did not provide housing for students and their peers all lived at home and were unable to assist.
13. Based on the above the Landlord Representative requested no relief be given and that a standard order be issued terminating the tenancy.

Relief from Eviction

14. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
15. Specifically, although based on the Tenant's own admission I am satisfied the Landlord has proven their case regarding the persistent late payment of rent, I am also satisfied that due to the tenant's personal circumstances a conditional order is warranted.
16. Furthermore, I am also satisfied that given the Tenant requested termination of the tenancy, a prompt payment plan in the interim will minimize the potential prejudice to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective August 17, 2026.
2. If the unit is not vacated on or before August 17, 2026, then starting August 18, 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 August 18, 2026.
4. The Tenant shall pay the Landlord the monthly rent due on or before the 18th day of the month for the period May 2026 to July 2026.
5. If the Tenant fails to make any of the payments in paragraph 4 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant.
6. The Landlord's L1 application is dismissed.
7. The Landlord's L2 application alleging substantial interference is dismissed.

May 22, 2026
Date Issued

Kelly Delaney
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 November 9, 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.