



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023585-26

In the matter of: 210, 380 MACPHERSON AVE.
TORONTO ON M4V3E3

Between: Gholam Reza Ebrahemy Landlord

And

Tahmineh Ghashghaie Tenant

Gholam Reza Ebrahemy (the 'Landlord') applied for an order to terminate the tenancy and evict Tahmineh Ghashghaie (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 25, 2026.

The Landlord's representative, Susan Akbariamin, and the Tenant attended the hearing.

Determinations:

S. 82 Issues

1. The Tenant attempted to raise issues under s. 82 of the *Residential Tenancies Act, 2006*, (the 'Act'), however she failed to properly serve any documents or evidence to the Landlord or the Landlord's representative in accordance with the 7-day LTB disclosure rule. She also did not provide a reasonable explanation for failing to do so. Therefore, the s. 82 issues were not heard. The Tenant understood she could file her own separate application about these issues.

L1 Application and N4 Notice

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The parties agree that the Tenant vacated the rental unit on May 25, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.

4. The lawful rent is \$1,400.00. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. There is no last month's rent deposit.
8. The issue between the parties surrounds how much rent is owing. The Landlord submits the Tenant owes rent up to the date the Tenant vacated in the amount of \$5,350.75 plus the application filing fee. The Tenant disagrees.
9. On any application before the Board the applicant bears the overall burden of proof. Here, the Landlord cannot prove a negative. In other words, the Landlord cannot prove they did not receive the Tenant's payment. So, the Tenant bears the burden of proving, it is more likely than not, that the Tenant made the rent payments.
10. The Tenant believes she owes one month's rent in total. The Tenant acknowledges she did not pay rent for May 2026. The Tenant says she paid the Landlord's representative the rent money in cash twice and paid the rent once via interact e-transfer to the Landlord, and that those amounts were not credited towards the rent arrears.
11. The Tenant says sometime in March 2026, she gave the Landlord's representative \$1,200.00 in cash and sometime in April 2026, she gave the Landlord's representative \$1,000.00 in cash, both times while the Landlord's representative was at the rental unit. The Tenant also says that the rent in February 2026 was paid via interac e-transfer to the Landlord.
12. The Tenant says that the Landlord's representative came to the rental unit without notice. The Landlord's representative denies ever receiving rent money in cash from the Tenant.
13. Overall, I find that the Tenant has not established she does not owe the arrears in question. I find it unlikely that if the Landlord's representative attended the rental unit without notice that the Tenant would have that kind of cash in her rental unit. The Tenant did not provide any documentary evidence such as bank statements to demonstrate she withdrew money or evidence that she paid the rent in February 2026 through interac e-transfer. Therefore, on a balance of probabilities, I find that the Tenant owes the rent amount as alleged by the Landlord.
14. The rent arrears owing to May 25, 2026, are \$5,350.75.
15. The Landlord requested the Tenant pay the rent arrears 11 days from the date of the order. The Tenant requested four or five months to pay. The Landlord's representative submitted the mortgage is in default because of the Tenant failing to pay the rent arrears. The Tenant says she cannot afford to pay the amount in one payment.
16. In considering the parties' submissions and the prejudice to each party, the Tenant will be ordered to pay the rent arrears within 30 days of the date of this order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 25, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$5,536.75. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026, at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Paula West Oreskovich
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,350.75
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$5,536.75