



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Movahhedinia v Cross, 2026 ONLTB 42911

Date: 2026-06-03

File Number: LTB-L-097355-25-RV

In the matter of: Main Unit (Ground Floor), 41 GREENWIN VILLAGE
RD
NORTH YORK ON M2R2R9

Between: Naser Movahhedinia Landlord

And

Mirandah Pearl Cross Tenant

Review Order

Naser Movahhedinia (the 'Landlord') applied for an order to terminate the tenancy and evict Mirandah Pearl Cross (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-097355-25 issued on February 11, 2026.

On February 18, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On February 19, 2026, interim order LTB-L-097355-25-RV-IN was issued, staying the order issued on February 11, 2026.

After the review hearing held on March 26, 2026, interim order LTB-L-097355-25-RV-IN2 was issued on April 15, 2026, granting the review request and sending the application to a *de novo* hearing.

The *de novo* application was heard by videoconference on May 27, 2026.

The Landlord and the Tenant attended the hearing.

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 was \$2,950.00. It is due on the 1st day of each month. As of June 1, 2026, the lawful rent is \$3,016.95.
4. Based on the Monthly rent of \$3,016.95, the daily rent/compensation is \$99.19. This amount is calculated as follows: $\$3,016.95 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,950.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$17,700.00.
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 \$2,950.00 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 \$102.09 is owing to the Tenant for the period from December 12, 2024 to May 27, 2026.
10. The Tenant admits the amount of arrears owed. She said that she was unable to pay any rent for six months because there were a lot of maintenance issues, including problems with the stove and washing machine, and she had to spend extra funds in order to feed her family and do her laundry. She said she has been unemployed for the last four months. Her current income consists of OW and child tax credit of approximately \$2,000.00 per month.
11. The Tenant lives in the unit with her five children, from two months old to ten years old. She does not receive any child support payment at present, but she said that she is pursuing this. She said that she requires longer to move.
12. The Landlord said that he is suffering hardship as a result of the Tenant's failure to pay the rent. He said that there are two units in the residential complex and it is his only investment property. He said that his carrying costs of mortgage and tax on the residential complex are almost \$3,000.00 per month and he can no longer afford it. The Landlord said that he has already had to resort to his line of credit to pay for the property, he is 65 years old and he will soon have to sell the residential complex.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In particular, the Tenant did not pay any rent at all for six months. Although she said that it was because of maintenance issues, the evidence suggests, on a balance of probabilities, that the Tenant does not have sufficient income to pay \$2,950.00 monthly for rent. The tenancy has not been long, and the evidence is that the Tenant stopped paying rent not long after she had moved into the rental unit. Additionally, the Tenant requested a review after the original

hearing in February 2026, and she has now had a further three months to live without paying rent and to delay her eviction, though her circumstances have not changed and she was well aware of the substantial arrears. Nevertheless, the Tenant continued to pay nothing towards the rent until May 2026, and she had that amount of time to find another place to live. I find that the Landlord is suffering prejudice as a result of the Tenant's continued tenancy. He is approaching retirement age and he has had to obtain credit just to keep up payments for the residential complex.

It is ordered that:

1. The request to review order LTB-L-097355-25 issued on February 11, 2026, has already been granted.
2. All the previous orders, the original order LTB-L-097355-25 issued on February 11, 2026, and the interim orders LTB-L-0973555-25-RV-IN issued on February 19, 2026, and LTB-L-0973555-25-RV-IN2 issued on April 15, 2026 are all cancelled. They are replaced by the following order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$20,902.95 if the payment is made on or before June 14, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 14, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
6. **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 14, 2026.**
7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,502.64. 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.
8. The Tenant shall also pay the Landlord compensation of \$96.99 per day for the use of the unit starting May 28, 2026 until May 31, 2026, and then \$99.19 from June 1, 2026, until the date the Tenant moves out of the unit.
9. If the Tenant does not pay the Landlord the full amount owing on or before June 14, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 15, 2026 at 4.00% annually on the balance outstanding.

10. If the unit is not vacated on or before June 14, 2026, then starting June 15, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
11. 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 15, 2026.

June 3, 2026
Date Issued

Nancy Morris
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 16, 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 14, 2026

Rent Owing To June 14, 2026	\$23,666.95
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,950.00
Total the Tenant must pay to continue the tenancy	\$20,902.95

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

Rent Owing To Hearing Date	\$20,318.73
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,950.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$102.09
Total amount owing to the Landlord	\$14,502.64
Plus daily compensation owing for each day of occupation starting May 28, 2026 to May 31, 2026	\$96.99
Plus daily compensation owing for each day of occupation starting June 1, 2026	\$99.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	