



Order under Section 69 Residential Tenancies Act, 2006

Citation: Azizi v Williams, 2026 ONLTB 43475

Date: 2026-06-08

File Number: LTB-L-024172-26

In the matter of: 15 Laguna Crescent
St. Catharines ON L2M6Z9

Between: Shahram Azizi Landlord
Nasreen Taheri

And

Kirk Williams Tenant
April Mercado-Williams

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.

Shahram Azizi and Nasreen Taheri (the 'Landlord') applied for an order to terminate the tenancy and evict Kirk Williams and April Mercado-Williams (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026.

The Landlords and the second named Tenant April Mercado-Williams (AW) 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 is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 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 31, 2026 are \$9,000.00.
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 \$3,000.00 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 \$39.70 is owing to the Tenant for the period from October 10, 2025 to May 27, 2026.
10. The Landlords seek a standard order for rent arrears and eviction. They submit that they rented out the property, their family home when they moved to British Columbia. That they have since returned and have served the Tenants an N12 notice for their own use.
11. Currently the Landlords reside with their parents, they have two young children and are sharing one bedroom together. In attempting to resolve their own housing situation, they asked the Tenants if they could move into the lower part of the rental property, the Tenants said this would not work for them.
12. The Landlords made submissions about their financial obligations to maintain the property, and the prejudicial impact upon them as created by the non-payment of rent.
13. The Tenant (AW) submitted that she does not dispute the amount of rent arrears as claimed by the Landlords. That they feel bad about their inability to pay.
14. AW's husband, the first named Tenant was diagnosed with stage 4 lymphoma late last year, he continues to undergo treatments and has been unemployed since. AW through taking time off from her nursing position to look after her husband was let go from her position at a clinic.
15. As of the date of the hearing, AW submitted that she is attending a second round of interviews with a hospital located in Niagara Falls.
16. The Tenants share 3 children aged 10, 9 and 6. Currently, with the exception of the Canada child benefit (CCB) in the amount of \$2,000.00 per month, they do not have any other sources of income until such time that AW finds a new job. Family provides some assistance with their groceries.
17. As of the date of the hearing there are no pending job offers. However, while outlining that they cannot pay rent on June 1, 2026, the Tenants seek a consideration of a payment plan in an effort to preserve their tenancy.
18. The Landlords were opposed to the consideration of a payment plan as they submit that while they have attempted to work with the Tenants and sympathize with their personal

circumstances they are not in a position financially to continue with the current set of circumstances where the financial burden as connected to the rental unit has shifted entirely upon them.

Relief from eviction

19. 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 postpone the eviction until July 12, 2026 pursuant to subsection 83(1)(b) of the Act.
20. In making my determination I considered the submissions of the parties, I note that while the amount of arrears is high, there are three younger children residing in the rental unit and I take note that given the health considerations of the first named Tenant, the family will require some time to assess the next steps for their family. While I appreciate that AW is making strides in securing new employment, as of the date of the hearing there are no imminent financial changes to permit consideration of a conditional order preserving the tenancy. Simply, there is insufficient household income to meet the rent and any other ongoing household financial obligations.
21. By providing the extension of time, the Tenants may be afforded additional time to either void this order or find alternative housing. The Landlords are in possession of the last month's deposit, as such the extension of time should not pose additional prejudice to the Landlords.
22. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

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:**
 - \$12,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$15,186.00 if the payment is made on or before July 12, 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 July 12, 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 July 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,809.31. 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 \$98.63 per day for the use of the unit starting May 28, 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 July 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 13, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 12, 2026, then starting July 13, 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 July 13, 2026.

June 8, 2026
Date Issued

Alicia Johnson
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 January 13, 2027 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 30, 2026

Rent Owing To June 30, 2026	\$12,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 12, 2026

Rent Owing To July 31, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing To Hearing Date	\$8,663.01
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$39.70
Total amount owing to the Landlord	\$5,809.31
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	