



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

Citation: Tian v Hassanpour, 2026 ONLTB 44207

Date: 2026-06-08

File Number: LTB-L-082712-25-RV

In the matter of: 9649 KEELE ST
Vaughan ON L6A1M1

Between: Yun Jiang Tian Landlord

And

Mohammad Hassanpour Tenant
Amin Hassanpour

Review Order

Yun Jiang Tian (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Hassanpour and Amin Hassanpour (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The matter was heard on April 15, 2026. This application was resolved by order LTB-L-082712-25 issued on April 17, 2026.

On May 8, 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 May 11, 2026 interim order LTB-L-082712-25-RV-IN was issued, staying the order issued on April 17, 2026

This application was heard by videoconference on June 1, 2026.

The Landlord's Legal Representative, Wei Guo, the Landlord, and the second named Tenant attended the hearing.

At the hearing, the Tenant spoke to Tenant Duty Council.

Determinations:

1. The Tenant requested a review of the Board's order on the ground that they were not reasonably able to participate in the hearing. The review of order LTB-L-082712-25 is granted for the following reasons.

2. The Tenant testified that his mother had a medical emergency and he had to take her to the hospital at 7:00 a.m. on the date of the hearing. The Tenant says that he remained at the hospital with his mother for the entire day.
3. The Tenant had in his possession a medical letter from the hospital his mother attended which says his mother was in the hospital on the date of the hearing. The Tenant did not know how to upload it to the portal but said he could email it to the Landlord's Legal Representative.
4. Once the Landlord's Legal Representative was in receipt of the medical letter, she was satisfied that the Tenant was in the hospital with his mother as she was having a medical emergency. As such, the Landlord's Legal Representative consented to granting the Tenant's request for review.
5. As such, the request for review is granted and the matter proceeded to be heard de novo (anew) on its merits.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$5,300.00. It is due on the 28th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$174.25. This amount is calculated as follows: \$5,300.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$5,300.00 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.
14. Interest on the rent deposit, in the amount of \$112.82 is owing to the Tenant for the period from May 28, 2025 to June 1, 2026.

15. The dispute between the parties involve the amount of rent arrears owing. The Landlord indicates the rent arrears owing to June 27, 2026 are \$56,000.00. The Tenant claims that he made a \$3,000.00 interact email transfer to the Landlord in October 2025, and when he began his tenancy he gave the Landlord \$5,300.00 in an overpayment of rent, and that both should be deducted from the total amount of arrears owing. The Landlord says the Tenant did not make the payments he says he did.
16. 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.
17. The Tenant is unable to provide any evidence such as bank statements or any other documents that would show the Board he made the payments he claims he did. I find on a balance of probabilities that the Tenant has not established that he does not owe the arrears in question.
18. As such, the rent arrears owing to June 27, 2026 are \$56,000.00.

Relief from Eviction

19. The Landlord is requesting an 11-day standard eviction order. The Landlord testified she is facing serious financial hardship as she has had to use her line of credit and credit cards to pay the mortgage for the rental unit. The Landlord has received one partial rent payment since July 2025.
20. The Tenant testified he lives at the rental unit with his mother and brother. The Tenant testified he nor his brother are currently working.
21. The arrears of rent are substantial and are over the Board's jurisdictional limit and any further delay in eviction is highly prejudicial to the Landlord. The tenancy is not viable as the Tenant is not working. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review LTB-L-082712-25 issued on April 17, 2026 is granted. The order is cancelled and replaced with the following.
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$56,186.00 if the payment is made on or before June 19, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

5. **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 19, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$46,344.18. 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.
7. The Tenant shall also pay the Landlord compensation of \$174.25 per day for the use of the unit starting June 2, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 19, 2026, then starting June 20, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 20, 2026.

June 8, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on December 20, 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 19, 2026

Rent Owing To June 27, 2026	\$56,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$56,186.00

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

Rent Owing To Hearing Date	\$51,571.25
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$5,300.00
Less the amount of the interest on the last month's rent deposit	- \$112.82
Total amount owing to the Landlord	\$46,344.18
Plus daily compensation owing for each day of occupation starting June 2, 2026	\$174.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	