



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

File Number: LTB-L-027320-26

In the matter of: 62 INGERSOLL LANE
RICHMOND HILL ON L4E1G9

Between: SARA MICHELLE WOOD Landlord
MICHAEL LOMONACO

And

NEGINA AZARMIDOKHT Tenant
NEZAMUDDIN AMINI

SARA MICHELLE WOOD and MICHAEL LOMONACO (the 'Landlord') applied for an order to terminate the tenancy and evict NEGINA AZARMIDOKHT and NEZAMUDDIN AMINI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord, the Landlord's representative Ravis Mohebbian, the Tenant and the Tenant's interpreter Hooman Sassani attended the hearing.

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.

Determinations:

Request for adjournment denied

1. The Tenant (Nezamuddin Amini) requested a Dari interpreter. He advised that he had requested the LTB provide an interpreter at 9:30am on the morning of the hearing. As no interpreter was present, he requested an adjournment to give him time to secure one.
2. The Landlord's representative opposed the adjournment request. She produced an email she had sent the Tenant on March 27, 2026 concerning the June 3, 2026 hearing, asking the Tenant to arrange a Dari translator (DOC-8039580 p.4). She also submitted that the Tenant was able to answer every question put to him and understands English.
3. Parties are expected to make the arrangements necessary to proceed on the date set out in the Notice of Hearing. The granting of an adjournment is discretionary and governed by

Board's Interpretation Guideline 1. A party who wishes the LTB to arrange a language interpreter must make that request in advance and complete the required financial eligibility form. A request made on the morning of the hearing could not be accommodated by the LTB that day.

4. The Tenant has appeared in front of the Board previously on January 27, 2026 in LTB-L-094546-25 which was a prior L1 Application brought by the same Landlord. At that hearing the Tenant requested an interpreter. The presiding Member in LTB-L-094546-25-IN noted at paragraph 1:

At the hearing, the Tenant requested an adjournment in order to apply for a Dari translator. The Tenant stated he had difficulty understanding the proceedings and being able to communicate any submissions. The Tenant also had difficulty communicating with Tenant Duty Counsel and could not locate a friend or family member during the hearing to assist with translation. **However, the Tenant did not provide sufficient reasons for why he did not apply for a translator prior to the hearing knowing there would be a language barrier.** (Emphasis added)

5. Ultimately, that matter was adjourned, peremptory on the Tenant, to allow him to apply for a Dari translator and/or make arrangements for his own translator to be present at the next hearing.
6. Accordingly, we are satisfied that the Tenant has been aware since at least January 27, 2026, of the need to provide or request an interpreter and are not satisfied that the Tenant has taken reasonable steps to secure an interpreter for this proceeding.
7. Weighing the Tenant's interest in a fair hearing against his failure to take reasonable and foreseeable steps to prepare himself and the prejudice to the Landlord of further delay, declined to adjourn. However, we stood the matter down, to give the Tenant time to secure an interpreter.
8. During the stand-down, the Tenant (Negina Azarmidokht) found Hooman Sassani, a school "link administrator" at the Welcome Centre. Mr. Sassani is not a professional accredited interpreter. He agreed to act as interpreter, and the Tenant consented to proceed with his assistance. Given the Tenant's demonstrated ability to understand and respond to questions, and Mr. Sassani's assistance throughout, we were satisfied that the Tenant understood the proceeding and was able participate. The hearing proceeded on that basis.

L1 application

9. 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.
10. As of the hearing date, the Tenant was still in possession of the rental unit.
11. The lawful rent is \$3,900.00. It is due on the 12th day of each month.

12. Based on the Monthly rent, the daily rent/compensation is \$128.22. This amount is calculated as follows: \$3,900.00 x 12, divided by 365 days.
13. The Tenant has not made any payments since the application was filed.
14. The rent arrears owing to June 11, 2026 are \$19,500.00.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. The Landlord collected a rent deposit of \$3,900.00 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.
17. Interest on the rent deposit, in the amount of \$66.42 is owing to the Tenant for the period from August 12, 2025 to June 3, 2026.

Last month's rent deposit credited at the end of the tenancy

18. The Tenant disputed the amount of arrears owing. He submitted that he had paid 6 months' rent in advance at the start of the tenancy, totalling \$23,400.00, and that he therefore owes \$15,600.00.
19. The Landlord agreed that the tenancy began in August 2025 and that the Tenant paid 6 months' worth of rent: first month's rent, last month's rent, and four additional months' deposits.
20. The Landlord submitted that the first month's payment was applied to August 2025, and the four additional deposits were applied to the rent for September, October, November and December 2025, each of which was otherwise unpaid. The last month's rent deposit of \$3,900.00 continues to be held by the Landlord. This allocation was explained to the Tenant by the Landlord's representative by email on March 5, 2026 (DOC-8039580 p.5-6).
21. Under section 106 of the *Residential Tenancies Act, 2006* (the 'Act'), a last month's rent deposit may be applied only to the last rental period of the tenancy; it cannot be applied to reduce rent that comes due during the tenancy.
22. The \$3,900.00 difference between the Tenant's figure and the Landlord's figure is the amount of the last month's rent deposit, which the Landlord is entitled to continue to hold, and which is credited only if the tenancy is terminated. Therefore, we are satisfied that the rent arrears owing to June 11, 2026 are \$19,500.00.

Eviction delayed

23. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until June 30, 2026 pursuant to subsection 83(1)(b) of the Act.
24. The Tenant sought a delay of approximately four months. He proposed to pay the June 2026 rent and to pay the balance of the arrears at the end of four months, in part from the proceeds of selling property in his home country.

25. The Tenant submitted that he and his wife are both currently unemployed and without income, having lost a job and a business. Their family is also dealing with family court matters which require them to have a stable home where they can be reached for monitoring by the police.
26. The Tenant submitted that their household includes 5 school-aged children, one of whom has a disability.
27. The Tenant also raised that the rental unit's air conditioning unit is broken, which the Landlord will neither repair nor permit him to repair.
28. The Landlord's representative submitted that the Tenant has not paid rent for five months, that June rent is about to come due, that the arrears are substantial and growing, that there is no proof of employment or of funds, and that proceeding on the Tenant's assumptions would be highly prejudicial to the Landlord. She requested a standard order.
29. The Landlord's representative submitted that the Landlord has been bearing all costs associated with the rental unit in addition to their personal finances, which is a situation that is hard to maintain. However, the Landlord did not provide details or supporting documents about what harmful impacts, financial or otherwise, he has suffered or will suffer to show there is prejudice.
30. The arrears are significant, And we find that the Tenant made no attempt to reduce the arrears. This weighs against more extensive relief. Additionally, as the Tenant does not current have income, and their testimony with respect to their plan to sell their property was speculative and unsupported by any documentation, it does not appear that the tenancy is viable.
31. Weighing the prejudice to both parties, a brief postponement to June 30, 2026 balances the impact of an immediate eviction on a household with 5 children against the significant arrears.

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:**
 - \$23,586.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,768.64. 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.
6. The Tenant shall also pay the Landlord compensation of \$128.22 per day for the use of the unit starting June 4, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 1, 2026.

June 12, 2026
Date Issued

Jin Zhang
Member, Landlord and Tenant Board

Reid Jackson
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 1, 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 July 11, 2026	\$23,400.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$23,586.00

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

Rent Owing To Hearing Date	\$18,549.06
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,900.00
Less the amount of the interest on the last month's rent deposit	- \$66.42
Total amount owing to the Landlord	\$14,768.64
Plus daily compensation owing for each day of occupation starting June 4, 2026	\$128.22 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	