



Order under Section 69 Residential Tenancies Act, 2006

Citation: Eftekhari v Velasco, 2026, ONLTB 45264

Date: 2026-06-15

File Number: LTB-L-025832-26

In the matter of: BUNKHOUSE, 666 LAKELANDS AVENUE
INNISFIL ON L9S4E6

Between: Amir Eftekhari Landlord

And

Connielizag Velasco Tenants
Christian Caluza

Amir Eftekhari (the 'Landlord') applied for an order to terminate the tenancy and evict Connielizag Velasco and Christian Caluza (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 2, 2026.

The Landlord's representative, Mostafa Mokhtari, the Landlord, the Tenants' representative, Purva Singh and the Tenant, Connielizag Velasco attended the hearing.

Determinations:

Preliminary Issues – Request to combine

1. The Tenants' representative requested an adjournment so that the Landlord's L1 application could be combined with the Tenants' T1, T2 and T6 application, LTB-T-013237-26. The Tenant's representative made the request under their section 82 of the *Residential Tenancies Act, 2006* (the 'Act'), issues a Tenant intends to raise at the hearing.
2. The Tenants' representative submitted that combining the applications would allow for the most expeditious manner to resolve the Landlord and the Tenants' application.
3. The Landlord's representative submitted the application should not be combined as the Tenants' application is not related to the arrears for the application and the Tenants have vacated the rental unit.
4. Section 183 of the Act says: "The Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly

affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.”

5. I denied the Tenants’ request to adjourn and combine the applications. The Tenants’ representative failed to identify how the applications have overlapping issues in the Landlord’s L1 application and the issues of the Tenants’ T1, T2 and T6 application. The Landlord’s application deals with arrears of rent. The Tenants’ application concerns allegations relating to the Landlord’s conduct, including alleged maintenance issues and alleged harassment.
6. Further, I find that the Landlord’s application and the Tenants’ application are distinguishable and separate. I find there is no risk for inconsistent findings if the applications were to be heard separately, as the claims do not overlap. The fact that the parties are the same for both applications is not reason enough to adjourn the hearing and combine the applications.
7. In my view, this is not the most fair and expeditious method of resolving the parties’ applications as the Landlord’s application and the Tenants’ application can be heard independently without the risk of inconsistent findings. Adjourning the hearing to combine would further delay both applications as they would have to be scheduled in a new block.
8. Should an order be granted to the Landlord based on the L1 application, the Tenants would still maintain any opportunity for monetary remedy that may arise from a decision on the Tenants’ T1, T2 and T6 application.
9. For the reasons above the Tenants’ request to adjourn to combine the Landlord’s L1 application with the Tenants’ T1, T2 and T6 application is denied.

L1 Application

10. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
11. The Tenants were in possession of the rental unit on the date the application was filed.
12. It is undisputed the Tenants vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit.
13. The lawful rent is \$1,500.00. It was due on the 1st day of each month.
14. The Tenants have not made any payments since the application was filed.
15. The rent arrears owing to March 31, 2026, are \$4,500.00. The Tenants do not dispute the amount of arrears.
16. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

17. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
18. Interest on the rent deposit, in the amount of \$20.97 is owing to the Tenants for the period from August 1, 2025, to March 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of March 31, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$3,180.03. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before June 26, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 27, 2026, at 4.00% annually on the balance outstanding.

June 15, 2026
Date Issued

Joshua Labbe
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 Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,500.00
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,500.00
Less the amount of the interest on the last month's rent deposit	- \$20.97
Total amount owing to the Landlord	\$3,180.03