



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

File Number: LTB-L-022846-26

In the matter of: 3404, 325 YORKLAND BLVD
NORTH YORK ON M2J0H8

Between: Parkside Square (Phase 2) Inc. Landlord

And

Zahra Hariripoor Tenant

Parkside Square (Phase 2) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Zahra Hariripoor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative Natasha Mizzi, the Landlord's Agent Lana Klymenok, the Tenant, the Tenant's husband Reza Koosha and the Tenant's son Ermia Koosha 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 \$3,382.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$111.19. This amount is calculated as follows: \$3,382.00 x 12, divided by 365 days.
5. The Tenant has paid \$7,397.80 to the Landlord since the application was filed.
6. After the application was filed, the Tenant received a credit of \$3,127.00.
7. The rent arrears owing to June 30, 2026, are \$8,417.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. The Landlord collected a rent deposit of \$3,382.00 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.
10. Interest on the rent deposit, in the amount of \$29.77 is owing to the Tenant for the period from January 1, 2026, to June 2, 2026.
11. The Landlord requested a termination of the tenancy by way of standard order.
12. The Tenant acknowledged that the arrears of rent are owing and requested that their tenancy be preserved. The Tenant submitted that their income is beginning to increase between driving Uber, self-employment and assets in Iran.
13. The Tenant's son Ermia Koosha further submitted that he is about to graduate school and will seek employment to help his parents pay the rent.
14. The Tenant proposed a repayment plan in the amount of \$500.00 per month beginning on the 1st of July and continuing on the 1st of every month until the arrears are paid in full.
15. The Landlord did not consent to the payment plan because the Tenant has been in arrears since the beginning of the tenancy and believes that the Tenant's income cannot support the monthly rent.
16. Balancing the interests and prejudices to each of the parties, I find that the repayment of the arrears by way of the Tenant's proposed payment plan is reasonable based on their circumstances. This will allow the Tenant's housing to be preserved, and repayment can be made with prejudice to the Landlord alleviated by allowing the Landlord to apply to the Board for termination of the tenancy without further notice to the Tenant in the event the Tenant fails to comply with the conditions in this Order.
17. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

It is ordered that:

1. The Tenant shall pay to the Landlord \$8,603.00 which represents the amount of rent owing up to June 30, 2026, and the cost of filing the application.
2. The Tenant shall pay this amount owing to the Landlord as follows:

The Tenant shall pay to the Landlord \$500.00 per month on the 1st day of each month starting July 1, 2026, and continuing on until November 1, 2027 inclusive, and a final payment on December 1, 2027 in the amount of \$103.00.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period of July 1, 2026, through to December 1, 2027, or until the arrears are paid in full, whichever date is earliest.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after June 30, 2026.

June 10, 2026
Date Issued

Brenda Mercer
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.