



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

File Number: LTB-L-022179-26

In the matter of: 237 THOMS CRES
NEWMARKET ON L3Y1C9

Between: Ehsan Derafsh Landlord

And

Lazar Urbina Tenant
Carmen Romero

Ehsan Derafsh (the 'Landlord') applied for an order to terminate the tenancy and evict Lazar Urbina and Carmen Romero (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 20, 2026.

Only the Landlord and the Landlord's Representative, Seyed Torabi attended the hearing.

As of 1:44 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

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 \$2,970.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$97.64. This amount is calculated as follows: \$2,970.00 x 12, divided by 365 days.
5. The Tenant has paid \$5,940.00 to the Landlord since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$2,900.00.

7. The arrears owed in this matter represent the month of March 2025 not being paid. This was the last month of the Tenant's initial 1 year lease term. On March 11, 2025, the Landlord's Representative sent the Tenant a letter which included an N4 and an N11 attached. The letter advised the Tenant that the Landlord would not be extending their lease and requested that the N11 be signed to formalize termination of the tenancy. The letter further stated that the Tenant was in arrears and must vacate by the termination date outlined in the N4 or they must pay the balance immediately.
8. This was the extent of communications between the Landlord and the Tenant regarding the rent arrears. There was no payment plan offered to the Tenant's. Aside from the one month of rent arrears, the Tenancy is in good standing, and the Tenant has paid their monthly rent every other month of the tenancy.

Filing Fee, Rent Deposit

9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,900.00 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.
11. Interest on the rent deposit, in the amount of \$144.25 is owing to the Tenant for the period from March 17, 2024, to May 20, 2026.

Relief from Eviction

12. Section 83(6) of the Act states:

Refusal for certain arrears of rent

83 (6) Without restricting the generality of subsections (1) and (2), if a hearing is held in respect of an application under section 69 for an order evicting a tenant based on arrears of rent arising in whole or in part during the period beginning on March 17, 2020 and ending on the prescribed date, in determining whether to exercise its powers under subsection (1) the Board shall consider whether the landlord has attempted to negotiate an agreement with the tenant including terms of payment for the tenant's arrears. 2020, c. 16, Sched. 4, s. 17 (3).

13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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. There are two adults and three children living in the rental unit. As the matter was uncontested, I could not hear the individual circumstances of the Tenant. However, I do believe that the Tenant has the intention to preserve their tenancy as they have been paying the rent consistently since March 2025. Therefore, I find it appropriate to afford the Tenant with the opportunity pay off the arrears by way of a payment plan outlined below.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2900.00 for arrears of rent up to May 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

DATE	AMOUNT
July 1, 2026	\$771.50
August 1, 2026	\$771.50
September 1, 2026	\$771.50
October 1, 2026	\$771.50

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 June 1, 2026, to July 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 May 31, 2026.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay is \$3086.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before October 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from October 2, 2026, at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

 Chris Hall
 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 24, 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 23, 2026

Rent Owing To June 30, 2026	\$11,810.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,940.00
Total the Tenant must pay to continue the tenancy	\$6,056.00

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

Rent Owing To Hearing Date	\$7,822.80
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,940.00
Less the amount of the last month's rent deposit	- \$2,900.00
Less the amount of the interest on the last month's rent deposit	- \$144.25
Total amount owing to the Landlord	\$(975.45)
Plus daily compensation owing for each day of occupation starting May 21, 2026	\$97.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	