



Order under Section 69 Residential Tenancies Act, 2006

Citation: Wang v Najmaraghi, 2026 ONLTB 46019

Date: 2026-06-11

File Number: LTB-L-028247-26

In the matter of: 741 BUR OAK AVE
North York ON L6E1C3

Between: Yu Zhou Wang
Rui Fang Lin
Landlords

And

Laya Najmaraghi
Mahmoud Sadeghi
Tenants

Yu Zhou Wang and Rui Fang Lin (the 'Landlords') applied for an order to terminate the tenancy and evict Laya Najmaraghi and Mahmoud Sadeghi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 8, 2026.

The Landlords' Representative, Ming Xu, the Landlords' Agent, Xiao Jing, and the Tenant, Laya Najmaraghi, attended the hearing.

Determinations:

1. The Landlords 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: \$1,650.00 x 12, divided by 365 days.
5. The Tenants have paid \$2,650.00 to the Landlords since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$30,350.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,650.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$315.04 is owing to the Tenants for the period from December 1, 2015, to June 8, 2026.

Relief from eviction

10. The Tenants requested that their tenancy be preserved and requested a payment plan to address the arrears of rent. The Tenant testified that their family has experienced genuine hardship since her husband had a stroke in 2023, and he lost his employment. In addition, the Tenant and her son were in a car accident in 2024, and as a result, her employment was reduced. The Tenant said she has recently started new employment that is commission based, and the entire family of four earns approximately \$4,500.00 a month from all income sources. The Tenants requested that the payment plan begin on July 31, 2026. In the alternative, the Tenants requested a delay of eviction to October 31, 2026.
11. The Landlord opposed any further relief and requested a standard order to terminate the tenancy due to the high arrears.
12. Based on the evidence and submissions before me, I find that the Tenants' payment proposal to begin on July 31, 2026 would be unfair to the Landlords as the arrears are high. However, I am mindful that the Tenants have made some good faith payments and they have some mobility restrictions as a result of ongoing medical issues, and as such, I find that a delay of eviction would be reasonable in these circumstances. I have also considered the length of the tenancy and as such, I find a delay of eviction to July 15, 2026, is reasonable in the circumstances. This will permit the Tenants additional time to pay the rent arrears and void the order or find alternative housing, and there is minimal prejudice to the Landlords as they hold a last month's rent deposit so no further arrears of rent shall accrue.
13. 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 postpone the eviction until July 15, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$30,536.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$32,186.00 if the payment is made on or before July 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 15, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 15, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$27,354.96. 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 Landlords owe on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlords compensation of \$54.25 per day for the use of the unit starting June 9, 2026, until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlords the full amount owing on or before July 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 16, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 15, 2026, then starting July 16, 2026, the Landlords 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 Landlords on or after July 16, 2026.

June 11, 2026
Date Issued

Colette Myers
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 16, 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 Tenants 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 June 30, 2026	\$33,000.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,650.00
Total the Tenants must pay to continue the tenancy	\$30,536.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 15, 2026

Rent Owing to July 31, 2026	\$34,650.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,650.00
Total the Tenants must pay to continue the tenancy	\$32,186.00

C. Amount the Tenants must pay if the tenancy is terminated

Rent Owing to Hearing Date	\$31,784.00
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$2,650.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$315.04
Total amount owing to the Landlords	\$27,354.96
Plus, daily compensation owing for each day of occupation starting June 9, 2026	\$54.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	