



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

File Number: LTB-L-023400-26

In the matter of: 62 GOLF LINKS DR
AURORA ON L4G3V3

Between: Yasaman Ghazavi

Landlord

And

Parastoo Bolouri
Soren Shahnazari
Sorin Shahnazari
Mostafa Shahnazari

Tenants

Yasaman Ghazavi (the 'Landlord') applied for an order to terminate the tenancy and evict Parastoo Bolouri, Soren Shahnazari, Sorin Shahnazari and Mostafa Shahnazari (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on May 21, 2026.

The Landlord's Legal Representative, Alireza Hesami, and the Tenants' Legal Representative, Ravis Mohebbian, attended the hearing.

Determinations:

1. 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.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. It was posited by the Landlord's Legal Representative that the Tenants vacated the rental unit on April 7, 2026, as this was the day the keys were returned to the Landlord. The Landlord's Legal Representative then stated there was an Order from the Board stating that the Tenants must vacate the unit on or before April 30, 2026. The Landlord's Legal Representative also states that rent was due on the 20th of each month and relied on an Order that dismissed an L2 Application dated February 10, 2025, to reinforce this as the day rent was due. As such, the Landlord is stating that rental arrears are owing up to April 7, 2026.

4. The Tenants' Legal Representative stated that the Tenants vacated the rental unit on March 31, 2026, and informed the Landlord as such via email on April 1, 2026. The Tenants reached out to the Landlord in the same email and inquired as to when would be a mutually agreeable date to return the keys. The Tenants received a response from the Landlord the next day but ultimately the keys were exchanged on April 7, 2026, due to the Landlord's availability. The Tenants' Legal Representative then stated that rent was due on the 1st of each month, as this is stipulated in the rental agreement; moreover, the Tenants' Legal Representative submitted various bank statements and e-transfer screenshots to show payment of rent on or around the first of each month, excluding the month of February 2026. As such, the Tenants' Legal Representative is claiming that only February 2026 arrears are outstanding and that the tenancy was terminated on March 31, 2026.
5. There was ultimately no dispute that rental arrears are owing. The matter in dispute is when the tenancy was terminated, when rent was due, and what the total amount of rental arrears are.
6. Based on the evidence presented, I find that the Tenants vacated the rental unit on March 31, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit.
7. In addition, based on the nature of the application, the issue of when rent is due *res judicata*. As of March 31, 2026, the Tenants vacated the rental unit and therefore had no use or lawful control over the rental unit. The Tenants gave up possession of the rental unit on this date, and although they still had the keys, the Tenants were prepared to return them earlier and could not for reasons beyond their control.
8. The lawful rent is \$2,500.00. It was due on the 1st day of each month.
9. Accordingly, the rent arrears owing to March 31, 2026, are \$3,486.28.
10. The Landlord collected a rent deposit of \$2,500.00 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.
11. Interest on the rent deposit, in the amount of \$276.04 is owing to the Tenants for the period from February 18, 2020, 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 \$710.24. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit. 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 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Amit Gurpersaud
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	\$3,486.28
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$276.04
Total amount owing to the Landlord	\$710.24