



Order under Section 69 Residential Tenancies Act, 2006

Citation: 757 SHEPPARD AVE WEST v GHARIAN, 2026 ONLTB 46083

Date: 2026-06-11

File Number: LTB-L-029588-26

In the matter of: 60 CUMMER AVE
NORTH YORK ON M2M2E4

Between: 757 SHEPPARD AVE WEST Landlord

And

Seyedeh Akram Gharian Tenant

757 SHEPPARD AVE WEST (the 'Landlord') applied for an order to terminate the tenancy and evict Seyedeh Akram Gharian (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

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

Only the Landlord's agent Kamila Sharapova, a full time employee of the Landlord, attended the hearing.

As of 9:33 a.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:

L1 Application – Non-Payment of Rent

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 \$4,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,652.35 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$43,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord's agent stated that the Landlord obtained an order from the Board dated April 29, 2025 for arrears of rent and termination of the tenancy. The order for termination was not enforced because the parties came to a private agreement for a payment plan for arrears of rent which included application of the rent deposit.
9. The Landlord's agent confirmed that the amount claimed on the N4 Notice is based on the private agreement between the parties, which is less than the actual amount owing by the Tenant. The Landlord's agent stated that the Tenant's only explanation for failure to pay rent is that they are prioritizing unpaid utilities.
10. The Tenant breached the payment agreement and has not even paid the ongoing rent. The arrears of rent are significant and approaching the jurisdictional limit of \$50,000.00.
11. Because the Tenant did not attend the hearing, I do not have benefit of any submissions with respect to relief from eviction. The Landlord was unaware of any circumstances for me to consider. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

L2 Application – compensation for unpaid utilities

12. The Landlord did not lead evidence at the hearing with respect to compensation for unpaid utilities and accordingly this application is dismissed.

It is ordered that:

L1 application

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$42,033.65 if the payment is made on or before June 22, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 22, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 22, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$40,369.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting June 9, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 22, 2026, then starting June 23, 2026, the Landlord 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 Landlord on or after June 23, 2026.

L2 application

10. The L2 application is dismissed.

June 11, 2026
Date Issued

Margo den Haan
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 of the Tenant expires on December 23, 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 22, 2026

Rent Owing To June 30, 2026	\$43,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$1,652.35
Total the Tenant must pay to continue the tenancy	\$42,033.65

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

Rent Owing To Hearing Date	\$40,183.60
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$40,369.60
Plus daily compensation owing for each day of occupation starting June 9, 2026	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	