



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

File Number: LTB-L-028383-26
LTB-T-017525-26

In the matter of: 165 GLENFOREST RD
Toronto ON M4N2A3

Between: Farshid Tabloie Landlord

And

Maryam Yazdanparast Tenants
Babak Siwari

Farshid Tabloie (the 'Landlord') applied for an order to terminate the tenancy and evict Maryam Yazdanparast and Babak Siwari (the 'Tenants') because

- the Tenants did not pay the rent that the Tenants owe.

The parties also agreed to resolve LTB-T-017525-26

- the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

The application was scheduled to be heard on June 1, 2026, by video conference, at which time the parties decided to participate in LTB facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Maryam Cooper.

The Landlord's Legal Representative, Alexander Chang, The Landlord, the Tenants and the Tenant's legal representative, Sassan Emam were present at the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I am satisfied that the parties understood the terms of their consent.

It is agreed that:

1. The parties reached consent to terminate the Tenancy on September 30, 2026, at the latest.
2. The Tenants elected the termination date.

3. The Landlord served the Tenants with a 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.
4. As of the hearing date, the Tenants were still in possession of the rental unit.
5. The lawful rent is \$4,300.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$141.37. This amount is calculated as follows: \$4,300.00 x 12, divided by 365 days.
7. The rent arrears owing to May 31, 2026, are \$17,200.00.
8. The Landlord collected a rent deposit of \$4,300.00 from the Tenants 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. The parties agreed no interest is owed on the last month's rent deposit.
9. The parties agreed on consent that the outstanding utility bills to May 31, 2026, is \$2,000.00.
10. The rent arrears owing to May 31, 2026, is \$17,200.00. The Landlord agreed to waive \$10,700.00, from the total rent arrears. ($\$17,200.00 \text{ minus } \$10,700.00 = \$6,500.00$). This compensation is provided to the Tenants in exchange for the Landlord to be provided with a vacant possession of the rental unit on or before September 30, 2026, and to resolve the T6, application.
11. The Total rent arrears and costs owing to May 31, 2026, are \$6,500.00. The Tenants agreed to pay this amount to the Landlord in accordance with the following schedule.
 - \$650.00 per month starting on June 15, 2026, up to March 15, 2027.
12. The Landlord agreed to waive \$2,000.00 outstanding utility costs to May 31, 2026, in exchange to be provided with a vacant possession of the rental unit on or before September 30, 2026.
13. The parties agreed and understood that no Notice N5 was served to the Tenants, and they also agreed and understood the Tenants did not serve the Landlord with their evidence regarding s.82 in accordance with the rules of evidence.
14. The parties reached consent on termination date of September 30, 2026, at the latest, only if the Tenants would pay to the Landlord the lawful rent from June 1, 2026, to August 1, 2026, on time and in full. The parties further agreed on consent that the lawful rent would be subjected to Section 78 of the Act and the Landlord may, without notice to the Tenants, 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 Tenants earlier than September 30, 2026.
15. The parties agreed this order resolves all issues arising from this tenancy and would be a full and final settlement.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on September 30, 2026, at the latest.
2. The Tenants must move out on or before September 30, 2026.
3. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 October 1, 2026.
5. The Tenants shall also pay the Landlord compensation of \$141.37 per day for the use of the unit starting October 1, 2026, until the date the Tenants move out of the unit.
6. The last month's rent deposit shall be applied to the last month of Tenancy in September 2026.
7. The Tenants shall pay to the Landlord \$6,500.00. This amount represents the total rent arrears and costs to May 31, 2026.
8. The Tenants shall pay the amount in paragraph 7 of this order to the Landlord in accordance with the following schedule:
 - a) \$650.00 on or before the 15th day of each month starting on June 15, 2026, to March 15, 2027.
9. If the Tenants do not pay the Landlord the full amount owing in accordance with paragraph 8 of this order, The full balance in paragraph 7 of this order shall become immediately due and owing and the Tenants will start to owe interest. This will be simple interest calculated from the day following the breach of payment, at 4.00% annually on the balance outstanding.

Terms and Conditions

10. The Tenants shall also pay to the Landlord the lawful rent in full and on time from June 1, 2026, up to and including August 1, 2026.
11. If the Tenants fail to make any one of the payment in accordance with paragraph 10 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 7 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, 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 Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

12. This order resolves all issues arising from this Tenancy between the Landlord and the Tenants to the date of hearing, and it is full and final settlement of all issues.

June 10, 2026
Date Issued

Maryam Cooper
Hearings Officer, 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 March 31, 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.

