



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rafiei v BEKOOBI, 2026 ONLTB 44721

Date: 2026-06-15

File Number: LTB-L-025151-26

In the matter of: 87 SHONIKER DR
NEWMARKET ON L3X2Z3

Between: Shirin (AKA Fatemeh Rafiei-Nejad) Rafiei Landlord

And

LEILA BEKOOBI Tenant

Shirin Rafiei (AKA Fatemeh Rafiei-Nejad) (the 'Landlord') applied for an order to terminate the tenancy and evict LEILA BEKOOBI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on June 2, 2026.

The Landlord, the Tenant, and the Tenant Support, Melika Kashef, attended the hearing. Sholeh Kolbadypoor attended as an interpreter for the Tenant.

Determinations:

Section 82 issues.

1. The Tenant was attempting to raise issues under section 82(1) of the Residential Tenancies Act, 2006 (the 'Act').
2. Section 82 (1) of the Act provides a tenant may raise any issue which could be the subject of a Tenant's application in a Landlord's arrears application so long as the Tenant provides written notice of these issues to the Landlord in advance of the hearing in accordance with the Act and Board's Rules or provides a satisfactory explanation as to why they could not do so.
3. Rule 19.4 of the Board's Rules provides a tenant's written notice of their section 82 issues must be provided 7 days in advance of the hearing. Where this is not done, the Board's Rule 19.5 provides a tenant shall not be permitted to raise their issues unless the Board is satisfied the tenant could not comply with the requirements.

4. Here, the Tenant appears to be attempting to raise section 82 issues by uploading documents to the Tribunals Ontario Portal ("TOP") however the Tenant confirmed she did not serve the Landlord a copy of the issues they intended to raise.
5. The Tenant testified that she believed, based on a conversation with a police officer, that the Tenant was not to contact the Landlord. The Tenant could not provide a date when she was told to limit contact with the Landlord. The Landlord testified that it is the Landlord who has a no contact order with the Tenant and the Tenant was not advised to limit contact with the Landlord until after May 22, 2026. The Landlord also testified that the Tenant was aware that the Tenant could contact the Landlord's sister as the Landlord's Agent if necessary.
6. We are not persuaded by the Tenant's explanation for failing to provide notice in accordance with the Act and Rules. All of the Tenant's uploads to TOP were prior to May 22, 2026. Furthermore, even if the Tenant was advised to limit contact with the Landlord, the Tenant could have served the Landlord via mail, courier, or any other means that would not involve direct contact with the Landlord or an agent of the Landlord such as the Landlord's sister.
7. As such, we found the hearing would proceed, and the Tenant would not be permitted to raise issues under section 82 (1) of the Act during the hearing. This does not preclude the Tenant from filing their own application related to the issues the wished to raise.

The Application

8. 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.
9. The Tenant was in possession of the rental unit on the date the application was filed.
10. It was undisputed the Tenant vacated the rental unit on May 9, 2026. Rent arrears are calculated up to the date the Tenant vacated the unit
11. The lawful rent is \$1,100.00. It was due on the 1st day of each month.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to May 9, 2026, are \$2,525.44.
14. The Landlord claimed the incurred \$48.00 NSF fee in their application.
15. However, we find there was insufficient evidence to support this claim. At the hearing the Landlord testified that the bank charged \$48.00 for the returned cheque but failed to provide any documentary evidence to support the fact that they actually incurred this charge, such as a bank statement. We find that the Landlord is not entitled to the NSF charges.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

17. The Landlord collected a rent deposit of \$1,050.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
18. Interest on the rent deposit, in the amount of \$23.08 is owing to the Tenant for the period from April 23, 2025, to May 9, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 9, 2026, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$1,638.36. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
3. If the Tenant does not pay the Landlord the full amount owing on or before June 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 27, 2026, at 4.00% annually on the balance outstanding.

June 15, 2026
Date Issued

Brandon Valley
Member, Landlord and Tenant Board

Nicole Pedron
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 Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$2,525.44
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,050.00
Less the amount of the interest on the last month's rent deposit	- \$23.08
Total amount owing to the Landlord	\$1,638.36