



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-029533-26

In the matter of: Room3, 3 Springer Dr.
Richmond Hill, ON L4C0E9

Between: Seyed Hassan Seyedzadeh Delouee Landlord

And

Goudarz Gorzin Tenant

Seyed Hassan Seyedzadeh Delouee (the 'Landlord') applied for an order to terminate the tenancy and evict Goudarz Gorzin (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on June 11, 2026.

The Landlord's Legal Representative, Ali Golabgir, the Landlord, and the Tenant attended the hearing.

Parties sought resolution through mediation but were unsuccessful.

Determinations:

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 \$1,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$41.10. This amount is calculated as follows: \$1,250.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. Initially, the Tenant disputed the amount of rental arrears claimed by the Landlord. However, after reviewing each rental period from March 2026 through

June 2026, the Tenant acknowledged that no rent had been paid for any of those months.

7. The uncontested rent arrears owing to June 30, 2026, are \$5,000.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$1,250.00 from the Tenant 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.
10. Interest on the rent deposit, in the amount of \$11.65 is owing to the Tenant for the period from January 1, 2026, to June 11, 2026.

Relief from Eviction

11. 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.
12. The Landlord's Representative submitted that the tenancy commenced in January 2026 and that the Tenant first fell into rental arrears in March 2026. Mr. Golabgir stated that, due to personal issues and recent legal challenges faced by the Tenant, the Landlord had been unable to communicate with the Tenant until the day of the hearing.
13. The Landlord's Representative further submitted that the Tenant was never an employee of the Landlord. He also stated that the Tenant had been arrested and charged with fraud for impersonating a lawyer. As no evidence was presented in support of this allegation, I placed no weight on this submission.
14. Given the short duration of the tenancy, the substantial amount of outstanding arrears, and the absence of any rent payments since the second month of the tenancy, the Landlord requested a standard 11-day eviction order.
15. The Tenant testified that the Landlord owed him unpaid wages. I informed the Tenant that the Board does not have jurisdiction to determine claims arising under the Employment Standards Act and that any such claim could not be considered in these proceedings.
16. When asked whether he wished to propose a repayment plan to preserve the tenancy, the Tenant stated that he was unable to commit to a payment schedule with specified amounts and dates. He did indicate that he could pay the rent for July 2026 in full and on time but otherwise requested a 90-day delay.
17. In considering relief from eviction, I noted that the Landlord continues to hold the Tenant's rent deposit. I also considered that no rent payments have been made

since the second month of the tenancy, and the delay associated with enforcing an eviction order if the arrears remain unpaid. In light of these circumstances, I discussed with the parties a delayed termination date of July 15, 2026.

18. The Landlord's Representative objected to a delayed termination date, citing the brief duration of the tenancy and the Tenant's failure to make any rent payments since February 2026, and renewed the request for a standard 11-day eviction order.
19. After considering the parties' submissions and all of the circumstances before me, I advised the parties that I would issue a standard eviction order with a delayed termination date of July 15, 2026.

It is ordered that:

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:**
 - \$5,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$6,436.00 if the payment is made on or before July 15, 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 July 15, 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 July 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,126.45. 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 Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$41.10 per day for the use of the unit starting June 12, 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 July 15, 2026, the Tenant 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 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 July 16, 2026.

June 16, 2026

Date Issued

Ken Audziss

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 Tenant 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	\$5,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,186.00

B. Amount the Tenant 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	\$6,250.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,436.00

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

Rent Owing to Hearing Date, June 11, 2026	\$4,202.10
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,250.00
Less the amount of the interest on the last month's rent deposit	- \$11.65
Total amount owing to the Landlord	\$3,126.45
Plus, daily compensation owing for each day of occupation starting June 12, 2026	\$41.10 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	