



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107095-25

In the matter of: Main / Second Floor, 19 Colesbrook Road
Richmond Hill ON L4S0C6

Between: Jin Jiao Capital Management Inc. Landlord

And

Azadeh Horri Tenants
Ebrahim Salehi

Jin Jiao Capital Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Azadeh Horri and Ebrahim Salehi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 10, 2026.

The Landlord's Agent, Jorge Labbe, the Tenant's Legal Representative, Alamgir Hussain, the Tenant's interpreter, Bitia Bazosha, and the Tenant attended the hearing.

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 \$3,200.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: \$3,200.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 14, 2026 are \$22,400.00. The Tenant disputed the amount of the arrears, and to whom the Tenant must pay the monthly rent.

7. The Tenant's Legal Representative submitted that the original Landlord who the Tenants had a lease with was paid in cash for the months of August 2025 and September 2025, totalling \$6,600.00. When asked if the Tenants have proof of this payment, like bank records, a receipt, or something showing the cash payment, I was advised there was no proof to support the payment was made.
8. In *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (ie: non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent".
9. The Tenant did not provide any proof of payments made to the Landlord that are not accounted for in the application. On the other hand, the Landlord's evidence regarding the amount owing was clear and concise. Therefore, I find the arrears owing to March 14, 2026, are \$22,400.00
10. The Tenant's Legal Representative disputed that the Landlord on the application is in fact the Landlord and argued that the Board lacks the jurisdiction to hear the matter until the Superior Court makes the determination of ownership which is before the Superior Court.
11. The Tenant has failed to provide any supporting documentation of any notice of attornment of rent provided by any of the other claimants, or any proof supporting any other claimants to the rent.
12. The Tenant was served with a notice of attornment of rent on July 23, 2025, and the Tenant acknowledged the attornment of rent by responding to the legal representative by email disputing that there was no proof the Landlord is in fact the Landlord, nor do they own the property. But the Tenant disputes receiving this even though the Tenant clearly responded disputing the notice on July 28, 2025.
13. In addition, the Tenant acknowledged having received the package including the notice of attornment of rent, which specifically directed him to pay rent only to the new Landlord. Therefore, I am satisfied on a balance of probabilities that the Landlord has established that the amount of arrears to March 14, 2026, is \$22,400.00, and I find that the Board has jurisdiction to hear the matter as the Landlord has the right to collect rent from the Tenant as a notice of attornment was provided to the tenant on July 23, 2025.
14. I am satisfied that the Landlord on this application is the mortgagee in possession, as there is no further documentation before me to dispute the notice of attornment that was submitted into evidence.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. The Tenant's Legal Representative sought a rent abatement, but there was nothing provided to the Board or to the Landlord to support what the Tenant's Legal

Representative was seeking. Therefore, I declined to address any rent abatement the Tenant's Legal Representative was seeking as it was not properly before the Board.

18. In addition, the Tenant's Legal Representative sought additional time to pay the arrears and an order from the Board in relation to who to the Tenant is pay the arrears to.
19. 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.
20. I have considered both parties' circumstances and found that the Tenant was provided notice on July 23, 2025, as to who the rent was payable to. I find that any further delay would be prejudicial to the Landlord, given the arrears are substantial. Additionally, since the filing of the application on January 1, 2026, the Tenant has failed to pay the Landlord any new rent that has become due or any amount towards the outstanding arrears, nor did the Tenant pay any amount to the Board until a determination was made. If this tenancy was to continue, I find it is more likely than not that the arrears would continue to grow. In addition, the Tenant did not provide sufficient information to warrant relief that outweigh the prejudice to the Landlord.

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:**
 - \$35,386.00 if the payment is made on or before June 28, 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 28, 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 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$21,911.04. 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 \$105.21 per day for the use of the unit starting March 11, 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 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before June 28, 2026, then starting June 29, 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 29, 2026.

June 17, 2026
Date Issued

Samantha Greaves
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 December 29, 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 28, 2026

Rent Owing To July 14, 2026	\$35,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$35,386.00

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

Rent Owing To Hearing Date	\$21,725.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$21,911.04
Plus daily compensation owing for each day of occupation starting March 11, 2026	\$105.21 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	