



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

File Number: LTB-L-034044-26

In the matter of: 259, 77 FINCH AVE E
TORONTO ON M2N6H8

Between: bclMC Realty Corporation c/o Quadreal Landlord
Residential Properties G.P. Inc

And

Nadia Khalili Tenant

bclMC Realty Corporation c/o Quadreal Residential Properties G.P. Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Nadia Khalili (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was heard by videoconference on June 24, 2026. The Landlord's legal representative, Faith McGregor, the Landlord's agent, Sue Stevanovioc, the Tenant and Roghieh Sharifi attended the hearing.

Before the start of the hearing the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. On the application Nadia Khalili and Roghieh Sharifi are named as Tenants. The parties mutually requested to amend the application to remove Roghieh Sharifi as party/tenant. Therefore, throughout this order, Nadia Khalili is referred to as the only Tenant.
2. The Landlord served the Tenant 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful monthly rent is \$3,457.60. It is due on the 1st day of each month. The lawful monthly rent will change to \$3,530.20 starting July 1, 2026. It will be due on the 1st day of each month.

5. Based on the monthly rent for June 2026, the daily rent/compensation is \$113.67. This amount is calculated as follows: $\$3,457.60 \times 12 \text{ months}$, divided by 365 days.
6. Based on the monthly rent starting July 2026, the daily rent/compensation is \$116.06. This amount is calculated as follows: $\$3,530.20 \times 12 \text{ months}$, divided by 365 days
7. The rent arrears owing to June 30, 2026 are \$14,897.10.
8. The Landlord is entitled to \$20.00 for administration charges and bank fees the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which were returned NSF.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit in the amount of \$3,457.60 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will apply as rent for the month of July 2026.
11. Interest on the last month rent deposit, in the amount of \$36.01 is owing to the Tenant for the period from January 1, 2026 to June 30, 2026. This amount has been used to increase the amount of the rent deposit held by the Landlord so that is equal to the current lawful rent.
12. The last month rent deposit (\$3,457.60) with the top up interest (\$36.01) is \$3,493.61. The difference between the lawful monthly rent for July 2026 (\$3,530.20) and the last month rent deposit with the top up interest (\$3,493.61) in the amount of \$36.59 will be added to the amount of arrears.
13. The parties agreed upon a non-voidable order terminating the tenancy effective July 31, 2026.

On consent it is ordered that:

1. The application is amended to remove Roghieh Sharifi as party/tenant
2. The tenancy between the Landlord and the Tenant is terminated on July 31, 2026. The Tenant must move out of the rental unit on or before July 31, 2026.
3. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.
5. The Landlord shall apply the last month rent deposit for the period from July 1, 2026 to July 31, 2026 which is the last rental period of the tenancy.
6. If the Tenant does not vacate the rental unit on or before July 31, 2026, the Tenant shall pay to the Landlord compensation of \$116.06 per day for the use of the unit starting August 1, 2026 until the date the Tenant moves out of the unit.

7. On or before July 31, 2026, the Tenant shall pay to the Landlord \$15,139.69 which represents arrears of rent for the period ending June 30, 2026 (\$14,897.10), plus the difference between the lawful monthly rent for July 2026 (\$3,530.20) and the last month rent deposit with the top up interest (\$3,493.61) in the amount of \$36.59 plus NSF fee (\$20.00) plus the application filing fee (\$186.00).
8. If the Tenant fails to make the payment in accordance with paragraph 7 of this order, the full balance owing becomes due and payable immediately and the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Floredana Ungureanu
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 February 1, 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.