



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tabrizi v Anberestani, 2023 ONLTB 66428

Date: 2023-10-03

File Number: LTB-L-038284-23

In the matter of: Main and Second Floor, 161 CHAMBERS
CRES
NEWMARKET ON L3X1S9

Between: Nader Tabrizi Landlord

And

Farshid Anberestani, Nassrin Kheyraadi and Tenant
Daryoush Anbarestani

Nader Tabrizi (the 'Landlord') applied for an order to terminate the tenancy and evict Farshid Anberestani, Nassrin Kheyraadi and Daryoush Anbarestani (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 26, 2023.

The Landlord and the Landlord's legal representative attended the hearing.

The Tenant Nassrin Kheyraadi and the Tenant's son, Daryoush Anbarestani as well as their legal representative Bahman Roudgar, 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 \$3,000.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$9,000.00 to the Landlord since the application was filed.
6. The rent arrears owing to September 30, 2023 are \$12,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. The Tenants fell behind in arrears because of financial problems.
10. The Tenant testified she works as a teacher and has a second job and earns approximately \$4,500.00 a month. The Tenant testified that her husband has been out of the country and not able to pay the arrears.
11. The Tenant's son is 20 years old but is not currently employed.
12. The Tenant offered to pay an extra \$1,000.00 per month as a payment plan.
13. The Tenant testified that if they were faced with eviction, they would require 6- 7 months to find a new place because her husband is due back to Canada at the end of March 2024.
14. The Landlord's legal representative stated that the arrears have negatively impacted the Landlord. The Landlord is having difficulties keep up with the mortgage payments.
15. I do not find that a \$1000.00 a month payment would be feasible for the Tenants based on the amount of the monthly rent and the Tenant's income.
16. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and 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.

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:**
 - \$15,186.00 if the payment is made on or before October 14, 2023. 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 October 14, 2023 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 October 14, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,750.38. 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 \$98.63 per day for the use of the unit starting September 27, 2023 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 October 14, 2023, the Tenant will start to owe interest. This will be simple interest calculated from October 15, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 14, 2023, then starting October 15, 2023, 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 October 15, 2023.

October 3, 2023

Date Issued

Nicole Huneault

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 April 15, 2024 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 October 14, 2023

Rent Owing To October 31, 2023	\$24,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

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

Rent Owing To Hearing Date	\$20,564.38
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$9,000.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlord	\$11,750.38
Plus daily compensation owing for each day of occupation starting September 27, 2023	\$98.63 (per day)