



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

**Citation:** Starlight Canadian Residential Growth Fund v Madadifarsijani, 2022 ONLTB 10508  
**File Number:** LTB-L-019823-22

**In the matter of:** 0304, 2 REGAL RD  
TORONTO ON M6H2J4

**Between:** Starlight Canadian Residential Growth Fund Landlord

**And**

Hojjat Madadifarsijani, Tenants  
Sheida Madadifarsijani

Starlight Canadian Residential Growth Fund (the 'Landlord') applied for an order to terminate the tenancy and evict Hojjat Madadifarsijani, Sheida Madadifarsijani (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on October 25, 2022.

The Landlord's Legal Representative S. Harris and the Tenant Sheida Madadifarsijani attended the hearing.

**Determinations:**

Preliminary issue:

1. The Tenant requested for an adjournment stating that she was not fully able to participate as she has not had an opportunity to hire a legal representative and due to some medical issues. As per the records the Tenant has received a N4 notice in March 2022 deemed served on the Tenant March 9, 2022 which she denied receiving. The Board also sent out the Notice of Hearing to the Tenant on October 4, 2022 deemed served on October 9, 2022, giving her ample time to request an adjournment or get legal counsel. The Tenant was able to speak to Tenant Duty Counsel on the day of the Hearing.
2. The Tenant also received a letter from the Landlord dated August 23, 2022 which she testified to during the hearing in regards to her rent arrears. Since I did not find any substantial prejudice with the Tenant's ability to fully participate in the hearing, the request to adjourn was denied
3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,450.00. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
7. The Tenant has paid \$400.00 to the Landlord since the application was filed.
8. The rent arrears owing to October 31, 2022 are \$11,200.00.
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 of \$1,450.00 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.
11. Interest on the rent deposit, in the amount of \$14.21 is owing to the Tenants for the period from December 20, 2021 to October 25, 2022.

#### Section 83 considerations

12. The Tenant testified at the hearing that she is a ODSP recipient and that she gets a total of \$1,357.00 as income. The Tenant's father supports her with her other bills and grocery. The Tenant has no other source of income. The Tenant testified that she is willing to pay the Landlord rent going forward.
13. The Landlord's Legal Representative stated that the Tenant has not paid anything to the Landlord except \$400.00 since she moved in, around December 2021. The Tenant has not proved that the tenancy is viable, or she is willing to make rent payments till the date of hearing even after so many letters/ reminders from the Landlord.
14. Based on the income and the expenses the Tenant testified to during the hearing, I find that the Tenant will not be able to sustain the tenancy. The Tenant does have one month's rent as deposit and keeping her disability in mind I am willing to grant her time till November 30, 2022 since it will not be prejudicial to the Landlord. I did tell the Tenant at the hearing that she has time till November 30, 2022 to find an alternate accommodation so even though the order is delayed, it will not be prejudicial to the Tenant.
15. 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:**

- \$12,836.00 if the payment is made on or before November 30, 2022. 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 November 30, 2022 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 November 30, 2022**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,663.54. 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 \$47.67 per day for the use of the unit starting October 26, 2022 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 November 30, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2022 at 4.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before November 30, 2022, then starting December 1, 2022, 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 December 1, 2022.

**November 22, 2022**  
**Date Issued**

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Sheena Brar  
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 June 1, 2023 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 November 30, 2022**

Rent Owing To November 30, 2022	\$13,050.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$400.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$12,836.00</b>

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

Rent Owing To Hearing Date	\$11,341.75
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$400.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,450.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$14.21
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$9,663.54</b>
Plus daily compensation owing for each day of occupation starting October 26, 2022	\$47.67 (per day)