



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

**Citation:** Dai v FARHANGI, 2022 ONLTB 9849

**Date:** 2022-10-27

**File Number:** LTB-L-000249-22

**In the matter of:** 1 CANFIELD PL  
NORTH YORK ON M3B2V5

**Between:** Albert Dai Landlord

**And**

ALI GHASSEMI Tenants  
TARAVAT FARHANGI

2022 ONLTB 9849 (CanLI)

Albert Dai (the 'Landlord') applied for an order to terminate the tenancy and evict ALI GHASSEMI and TARAVAT FARHANGI (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on September 1, 2022.

The Landlord's Legal Representative Daniel Greanya, the Landlord and the Tenants attended the hearing. The Tenants spoke with duty Counsel prior to the hearing.

**Determinations:**

1. At the outset of the hearing, the Landlord withdrew the L2 application, and the hearing proceeded only on the L1 application.
2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$4,121.00. It is due on the first day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$135.48. This amount is calculated as follows: \$4,121.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to September 30, 2022 are \$53,904.00.

8. The Landlord is entitled to \$14.00 for bank fees the Landlord incurred as a result of 2 cheque given by or on behalf of the Tenant which was returned NSF.
9. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$3,980.00 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. The Landlord agreed to the jurisdiction of the Board of \$35,000.00. This means that the Landlord cannot apply to any other court of competent jurisdiction for additional amounts or enforce beyond this amount.
12. The Tenant testified regarding maintenance issues and their efforts to have them resolved. The Tenants confirmed that all issues have been resolved per the Board order TNT-36210-21. There being no new maintenance issues, these could not be considered as they had been resolved by a prior Board order.
13. The Tenants testified on their personal circumstances that arose during COVID-19. They asked to Board to consider reducing the arrears and directing a payment plan that would see all arrears paid out by March 2023, however they did not have a plan to propose. The Tenants did confirm that they hoped the arrears would be substantially reduced below the \$35,000.00 jurisdictional limit.
14. Although the Tenants expressed a desire to pay monthly rent on time and in full and to make good on some arrears, I was not satisfied of these good intentions on basis that they had not made any payments in the current year, leading up to this hearing, and in particular even after all the maintenance issues were resolved.
15. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The Landlord's L2 application is dismissed.

**L1 Application:**

2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. If the Tenant wishes to void this order and continue the tenancy, the Tenant must pay to the Landlord or to the Board in trust the amount of \$35,000.00 which is the maximum limit of the Board's monetary jurisdiction. This payment must be made by November 14, 2021. The Tenant will also have to pay any new ongoing rent that came due after the hearing date. (If the Board's monetary jurisdiction had not been limited to \$35,000.00, the Tenant would have been obliged to make the following payments to void the order and continue the tenancy):

- i) \$53,904.00 if the payment is made on or before September 30, 2022, or
- ii) \$58,025.00 if the payment is made on or before October 31, 2022, or
- iii) \$62,146.00 if the payment is made on or before November 30, 2022.

If the Tenant does not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

4. 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 September 1, 2022 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 14, 2022**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$35,000.00. This is the maximum amount the Board may order, even after deducting the rent deposit and interest the Landlord owes on the rent deposit from the total arrears owing by the Tenant as set out above.
7. The Tenant shall also pay the Landlord compensation of \$135.48 per day for the use of the unit starting September 2, 2022 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before November 14, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 15, 2022 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before November 14, 2022, then starting November 15, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 November 15, 2022.

**November 3, 2022**  
Date Issued

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Robert Patchett  
Vice Chair, 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 May 8, 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.