



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

**Citation:** Mahmoodi v Rostamidashtebayaz, 2024 ONLTB 45452

**Date:** 2024-06-18

**File Number:** LTB-L-036734-23

**In the matter of:** 7 DEERWOOD CRES  
RICHMOND HILL ON L4E4B8

**Between:** Hadia Mahmoodi

**And**

Maryam Rostamidashtebayaz  
Saeid Baghdadi

I hereby certify this is a  
true copy of an Order dated  
**Jun 18 2024**  
Landlord and Tenant Board

Landlord

Tenant

Hadia Mahmoodi (the 'Landlord') applied for an order to terminate the tenancy and evict Maryam Rostamidashtebayaz and Saeid Baghdadi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 12, 2024.

The Landlord's Representative, Peter Swales and the Tenant attended the hearing. The Tenant has a language barrier but Shawn Ausa, translating. The Tenant verified she understood the consequences of this consent order.

**The parties requested the following consent order:**

**Determinations:**

1. The parties agreed to payment plan subject to section 78 for earlier eviction in case of breach of payment plan which was denied because it would not be efficient use of the Board's time and resources since the tenancy terminates in a final way on September 30, 2024.
2. The Landlord's Representative requested the consent of the Board to withdraw the L2 application based on N12 Notice of termination. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.

**The parties agree:**

3. The Tenant owes the Landlord \$8,800.00 which represents the rent owing to June 30, 2024 and the Tenant agrees to pay \$16,000.00 which represents arrears to June 30, 2024 plus additional rent that comes due after June 30, 2024 upto September 30, 2024 when the tenancy terminates.
4. The Tenant shall pay the Landlord according to the following payment schedule;

- a. \$1,600.00 (arrears) plus June 2024 rent charges on or before June 20, 2024,
  - b. \$1,600.00 (arrears) plus July 2024 rent charges on or before July 10, 2024,
  - c. \$1,600.00 (arrears) plus August 2024 rent charges on or before August 10, 2024;  
and
  - d. \$4,000.00 (balance of arrears) on or before September 10, 2024.
5. The lawful rent is \$2,400.00.
  6. The Landlord collected a rent deposit of \$2,000.00 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. Since the tenancy is terminated on September 30, 2024, it's applied to the Tenant's September 2024 rent period.

**On consent it is ordered that:**

1. The L2 application is dismissed.
2. The tenancy between the Landlord and the Tenant is terminated on September 30, 2024.
3. The last month rent deposit held by the Landlord shall be applied to the Tenant's September 2024 rent period which is the last month of tenancy.
4. If the Tenant does not pay the Landlord \$16,000.00 on or before September 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from October 1, 2024 at 7.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 30, 2024, then starting October 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 1, 2024.

**June 18, 2024**  
**Date Issued**

*S. Macchione*  
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Sandra Macchione  
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 1, 2025 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.