



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-063269-24

In the matter of: BASEMENT, 43 CHISWICK CRES
AURORA ON L4G6P1

Between: Yashar Shahbazzpour

And

Aristidis Siopis

I hereby certify this is a
true copy of an Order dated
Jan 21, 2025
Landlord and Tenant Board

Landlord

Tenant

Yashar Shahbazzpour (the 'Landlord') applied for an order to terminate the tenancy and evict Aristidis Aiopis (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 4, 2024.

The Landlord, the Landlord's Legal Representative Danial Yousefian Amirkhiz and the Tenant attended the hearing.

Preliminary Issue – Adjournment Request:

1. At the outset of the hearing, The Tenant stated the reason for the adjournment for a medical issue as the Tenant suffers from panic attacks from their anxiety and is not able to convey their points due to this issue. The Tenant also requested that the matter be adjourned so that he could obtain legal advice and legal representation as well as gather additional documentation in support of his application. The Tenant stated that he suffers from extreme anxiety and that although he had received the Board's Notice of Hearing Package and communication attempts from the Landlord's Legal Representative, he had trouble opening the documents to read the contents of the information due their debilitating mental illness.
2. The Landlord's Legal Representative opposed the Tenant's request for an adjournment as the Application was filed in August 7, 2024 and that the Tenant had ample time to prepare for the hearing and that any further delay would prejudice the Landlord that the Tenant had not provided any evidence with respect to their accommodation requests.
3. The Tenant's request to adjourn the matter was denied. The Tenant filed their application in August of 2024, more than 3 months prior than the hearing and took no steps to obtain legal advice or hire a legal representative. Similarly, once he received the notice of hearing in August, they had not made any proper steps to filing an accommodation request with respect to their accommodation needs. As I note the significance of how mental illness can affect and impact parties with giving their submissions and testimony, in this case the Board's approach for accommodations is to instill breaks when needed to make sure the parties are not prejudice in understanding or providing their submissions and not delaying

the matter any further. I found that an adjournment was not appropriate in the circumstances and proceeded to hear the application on its merits.

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 \$1,350.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. After the application was filed, the Tenant received a credit of \$1,350.00. The Landlord has filed a separate N12 application and one month compensation has been given in the form of waiving one month's rent.
7. The rent arrears owing to November 14, 2024, are \$10,800.00. The Tenant does not dispute this.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The order does not reflect any additional payments the Tenant may have made on or after November 5, 2024.

Section 83

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including 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.
12. The Landlord is seeking a standard voidable termination order. The Landlord said that the Tenant owes significant arrears and that the Tenant has not made any payments since the Application has been filed.
13. The Tenant sought to preserve the Tenancy stating that they would seek to make payments ongoing however was not able to provide how much they would be able to pay for the arrears and rent going forward as they are returning to work. They are not able to provide in a timeline with respect to when they would return to work and also state that Long -Term Disability is owed to them.

14. The Tenant stated that they are currently using their savings as they have received no further Short-Term benefits and are looking to go back to work. They have also stated that they provide golf lessons on the side but was not able to estimate how much they would make per month on average.
15. The Tenant requested that eviction be postponed from the order as he would need to find a new place to live and that they are dealing with ongoing health issues. However, the Tenant failed to provide any further explanation, details or documentation in support of this testimony. Given the amount of time that has passed since the hearing, I find no further relief should be granted. Given the date of the issuance of this order I find no further relief shall be granted at this time.

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:**
 - \$15,036.00 if the payment is made on or before February 1, 2025. 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 February 1, 2025 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 February 1, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,567.98. 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 \$44.38 per day for the use of the unit starting November 5, 2024 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 February 1, 2025, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 1, 2025, then starting February 2, 2025, 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 February 2, 2025.

January 21, 2025
Date Issued


Joshua Labbe
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 August 2, 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.

**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 February 1, 2025

Rent Owing To February 14, 2025	\$16,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,350.00
Total the Tenant must pay to continue the tenancy	\$15,036.00

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

Rent Owing To Hearing Date	\$11,731.98
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
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	- \$1,350.00
Total amount owing to the Landlord	\$10,567.98
Plus daily compensation owing for each day of occupation starting November 5, 2024	\$44.38 (per day)