



**FEB 5, 2025**

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

**File Numbers:** LTB-L-084726-24  
& LTB-L-075339-24

**In the matter of:** 402, 9 NORTHERN HEIGHTS DR  
RICHMOND HILL ON L4B4M5

**Between:** Dena Toma Landlord

**and**

Iman Famenian Tenant  
Leyla Fathi

Dena Toma (the 'Landlord') applied for an order to terminate the tenancy and evict Iman Famenian and Leyla Fathi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (L1)

Dena Toma (the 'Landlord') applied for an order to terminate the tenancy and evict Iman Famenian and Leyla Fathi (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. (L2)

The L1 application was scheduled to be heard by videoconference on January 28, 2025. Instead, the Landlord, the Tenants and the Landlord's Legal Representative Sassan Emam.

*When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.*

The L2 application was scheduled to be heard January 30, 2025.

Parties reached an agreement and requested an order on consent to resolve both applications.

**The parties agreed that:**

1. The lawful rent is \$2,300.00. It is due on the 1st day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 x 12, divided by 365 days.
3. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
4. The rent arrears owing to January 31, 2025 are \$10,500.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

6. The Landlord collected a rent deposit of \$2,100.00 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.

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated March 15, 2025.
2. If the unit is not vacated on or before March 15, 2025, then starting March 16, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 March 16, 2025.
4. The Tenant shall pay to the Landlord \$15,303.36. 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.
5. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting January 29, 2025 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2025 at 5.00% annually on the balance outstanding.
7. The L2 hearing scheduled on January 30, 2025, is hereby cancelled.

**February 5, 2025**

**Date Issued**



Lindsay Phomin

Hearings Officer, 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 September 16, 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**

Rent Owing To Hearing Date	\$18,217.36
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	- \$1,000.00
<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	- \$2,100.00
<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 amount owing to the Landlord</b>	<b>\$15,303.36</b>
Plus daily compensation owing for each day of occupation starting January 29, 2025	\$75.62 (per day)