



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

**File Number:** LTB-L-019066-25

**In the matter of:** 269 DUNSMORE LANE  
BARRIE ON L4M7A7

**Between:** Sedigheh Asrar  
Mehrzaad Eskandari

**And**

Brooke Adriana Marinelli  
Jack Richard Norton

I hereby certify this is a  
true copy of an Order dated

**JUN 11, 2025**

*Sinipostolova*

Landlord and Tenant Board

Landlord

Tenant

Sedigheh Asrar and Mehrzaad Eskandari (the 'Landlord') applied for an order to terminate the tenancy and evict Brooke Adriana Marinelli and Jack Richard Norton (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 4, 2025.

The Landlords, the Landlords' Legal Representative Ze Hao Liu, and the Tenants attended the hearing.

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

### **Preliminary Issues:**

1. The Tenants requested an adjournment to obtain a police report to support the issues they intended to raise under section 82(1) of the *Residential Tenancies Act* (2006) (the 'Act'). However, the Tenants failed to give the Landlords advance notice of their intent to raise these issues and failed to disclose their evidence to the Landlords at least seven days before the hearing as required by Rule 19.4 of the Board's *Rules of Procedure*.
2. The Tenants acknowledged that they received the Notice of Hearing in March 2025 and did not provide a compelling explanation for their failure to comply with Rule 19.4. Accordingly, I declined to hear their issues under section 82(1) of the Act. The adjournment request was denied as it was based on these issues.

### **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 \$2,550.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$83.84. This amount is calculated as follows: \$2,550.00 x 12, divided by 365 days.
5. The Tenants disputed the amount owing, stating that they gave the Landlord 12 post-dated cheques, some of which were cashed and some of which weren't. The Tenants did not provide documentary evidence showing the payments made. Therefore, I find that the Tenants paid \$2,550.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2025 are \$15,300.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,550.00 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.
9. Interest on the rent deposit, in the amount of \$191.95 is owing to the Tenant for the period from June 1, 2022 to June 4, 2025.
10. The Tenants testified that they had employment issues in 2024 which caused them to use up their savings and fall behind in the rent. The Tenants had personal losses in 2024 and Brooke Marinelli was on maternity leave, which reduced their income. The Tenants have two young children and do not have family they can rely on. The Landlords did not testify.
11. Although the Tenants have a good income, their expenses are high as well. I find that they do not have sufficient funds left over to repay the arrears within a reasonable time. Therefore, the tenancy must be terminated. However, considering the presence of children in the unit, and the lack of evidence showing financial hardship from the Landlords, I find it appropriate to postpone the eviction to July 31, 2025.
12. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until July 31, 2025 pursuant to subsection 83(1)(b) 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:**
  - \$15,486.00 if the payment is made on or before June 30, 2025. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$18,036.00 if the payment is made on or before July 31, 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 July 31, 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 July 31, 2025.**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,529.41. 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 \$83.84 per day for the use of the unit starting June 5, 2025 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 July 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2025 at 5.00% annually on the balance outstanding.
  8. If the unit is not vacated on or before July 31, 2025, then starting August 1, 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 August 1, 2025.

**June 11, 2025**  
**Date Issued**

*Sinipostolova*

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Kate Sinipostolova  
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 February 1, 2026 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 June 30, 2025**

Rent Owing To June 30, 2025	\$17,850.00
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	- \$2,550.00
<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>\$15,486.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2025**

Rent Owing To July 31, 2025	\$20,400.00
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	- \$2,550.00
<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>\$18,036.00</b>

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

Rent Owing To Hearing Date	\$15,635.36
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	- \$2,550.00
<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	- \$2,550.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$191.95
<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>\$10,529.41</b>
Plus daily compensation owing for each day of occupation starting June 5, 2025	\$83.84 (per day)