



Order under Section 69 Residential Tenancies Act, 2006

Citation: Malik v Safarian, 2025 ONLTB 51041

Date: 2025-07-07

File Number: LTB-L-025950-25

In the matter of: 2163 Grainger Loop N
Innisfill ON L9S4J1

Between:



And

Razmik Safarian
Patricia Safarian

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

JUL 07, 2025

Landlord and Tenant Board

Landlords

Tenants

[Redacted] and [Redacted] (the 'Landlords') applied for an order to terminate the tenancy and evict Razmik Safarian and Patricia Safarian (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 23, 2025.

The Landlord [Redacted], the Tenants' Legal Representative, E. Sabbah, and Tenant Patricia Safarian, attended the hearing.

Preliminary Issue(s):

Is the L1 application affected by Tenants' consumer proposal filing?

1. The Tenants raised that the proceedings are stayed under the *Bankruptcy and Insolvency Act* (BIA) as the Tenants filed a consumer proposal on October 22, 2024. The same was accepted by the courts on January 5, 2025. The previous rent arrears application LTB-L-015780-24 was stayed on April 28, 2025. The Tenants believe the Landlords is barred from filing a new application as the matter is stayed.
2. The Landlords filed this application on March 27, 2025, claiming rent arrears from October 23, 2024, the day after the filing of the consumer proposal.
3. Pursuant to the federal BIA when a debtor files for bankruptcy that results in a stay in any enforcement proceedings that have been initiated by creditors for debts owing as of the date of the bankruptcy filing. With respect to rent arrears applications at the Board, this means that there is a stay in effect for all proceedings seeking enforcement of rent arrears owing by the Tenants on the date the Tenants files for consumer proposal/ bankruptcy.

4. The Landlords' current L1 application which includes rent arrears after the filing of the consumer proposal are excluded from the stay pursuant to section 66.34 of the BIA. The stay is on the rent arrears before filing of the consumer proposal. Therefore, the application can proceed on its merits.
5. The Tenants also raised that they plan to file for bankruptcy. Since that is an intention that has not materialised, I am not able to consider the same for the purposes of this order.

Have the Tenants vacated the rental unit?

6. I am satisfied the Tenants are in possession of the rental unit.
7. The Tenant testified that they vacated the rental unit on June 22, 2025. She acknowledged that they did not advise the Landlords that they vacated and have not returned the key. Accordingly, the Tenants have not provided vacant possession to the Landlords.

What is the amount of the rent arrears?

8. The Landlords application claims rent arrears from October 23, 2024 which is in the middle of a rental period.
9. I am denying the Landlords request that the Board issue an order for rental arrears for the period starting on October 23, 2024 since the date of filing the consumer proposal is October 22, 2024.
10. In Raja v Sharpe, 2021 CanLII 79180 (ON LTB), the Board stated:

“In my view, by the same logic, the entire rent for November 2020 was due and owing when the tenants made their assignment in bankruptcy on November 4, 2020. What follows from this is that the stay under the BIA prevents me from considering arrears for the period November 5, 2020 to November 30, 2020 since the rent came due on November 1, 2020. All arrears for the period November 1, 2020 to November 30, 2020 are captured by the assignment in bankruptcy.”

11. I find that the same logic applies to the application before me. When the Tenants filed for bankruptcy on October 22, 2024, the entire rent from October 15, 2024, to November 14, 2024, was in arrears because it came due on October 15, 2024. Therefore, granting the Landlords' request would be inconsistent with the intent of the BIA stay. I note however that the rent arrears from November 15, 2024, onwards are not subject to the BIA stay.

Determinations:

1. The Landlords served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$4,800.00. It is due on the 15th day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$157.81. This amount is calculated as follows: \$4,800.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to July 22, 2025 are \$26,500.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. 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 Landlords attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenants have not made any payments since the filing of the application. The rent arrears are substantial. It was evidence of the Tenant that they do not want to continue with the tenancy. There is no reason for me to delay or deny eviction under the circumstances.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlords or to the LTB in trust:**
 - \$26,686.00 if the payment is made on or before July 18, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after July 18, 2025 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before July 18, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlords \$23,306.27. 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 Tenants shall also pay the Landlords compensation of \$157.81 per day for the use of the unit starting June 24, 2025, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlords the full amount owing on or before July 18, 2025, the Tenants will start to owe interest. This will be simple interest calculated from July 19, 2025 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 18, 2025, then starting July 19, 2025, the Landlords 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 Landlords on or after July 19, 2025.

July 7, 2025
Date Issued

Sheena Brar

Sheena Brar
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 January 19, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before July 18, 2025

Rent Owing To July 22, 2025	\$28,433.52
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords since the application was filed	- \$0.00
Total the Tenants must pay to continue the tenancy	\$28,619.52

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

Rent Owing To Hearing Date	\$23,120.27
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlords 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
Total amount owing to the Landlords	\$23,306.27
Plus daily compensation owing for each day of occupation starting June 24, 2025	\$157.81 (per day)