



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-088367-25-SA

In the matter of: 315, 77 FINCH AVE E
Toronto ON M2N6H8

Between: bclMC Realty Corporation c/o QuadReal Landlord
Residential Properties G.P. Inc.

And

Fatemeh Entezam Tenant

bclMC Realty Corporation c/o QuadReal Residential Properties G.P. Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Fatemeh Entezam (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on August 19, 2025 with respect to application LTB-L-025663-25.

The Landlord's application was resolved by order LTB-L-088367-25, issued on October 29, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-088367-25.

This motion was heard by videoconference on January 2, 2026. The Landlord's representative Martin Zarnett, and the Tenant, attended the hearing.

Determinations:

1. The Tenant agreed to pay rent for July on or before August 18th, rent for August on or before September 5th, rent for September on or before September 15th and rent from October through September 2026, in full and on time.
2. The Tenant breached the conditions of the order but has paid December and January rent in full and on time.
3. The Tenant testified that there was an issue with receiving support from her family which delayed her ability to comply with the conditions of the order. The issues that caused the rent to be paid late have been resolved and the Tenant requested one last opportunity to preserve the tenancy.

4. After considering all of the circumstances, including the fact that this is a 10-year tenancy and that the Tenant is a single mother of a 13 year old, I find that it would not be unfair to set aside order LTB-L-088367-25.
5. The Landlord submits that if relief was to be granted the Tenant should be ordered to reimburse the Landlord for the \$330.00 cost the Landlord paid to enforce the eviction order and that the Tenant should also be ordered to pay rent in full and on time for an additional 18 months.
6. The Tenant agreed to these conditions and testified that she could pay the Landlord \$330.00 by January 15, 2026.
7. I find the agreed to conditions for relief from eviction to be reasonable under the circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-088367-25, issued on October 29, 2025, is granted.
2. Order LTB-L-088367-25, issued on October 29, 2025, is set aside and cannot be enforced.
3. Order LTB-L-025663-25 is cancelled and replaced with the following:
4. The Tenant shall pay to the Landlord \$330.00 on or before January 15, 2026.
5. The Tenant shall also pay to the Landlord the lawful rent in full and on time for each consecutive month commencing February 2026 and continuing through August 2027.
6. In the event the Tenant fails to make the above said payments in full and on time, the entire balance of the amount set out in this Order will become due and payable forthwith under this Order. The Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this Order, without notice to the Tenant, for an Order terminating the tenancy and evicting the Tenant, pursuant to Section 78 of the Residential Tenancies Act, 2006.

January 8, 2026

Date Issued

Greg Joy

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.