



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-052202-25

In the matter of: 14 OASIS COURT
HAMILTON ON L9B2X9

Between: Hossein Meamar-Zaden Landlord

And

Paul Piche Tenants
Sarah Moody

Hossein Meamar-Zaden (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Piche and Sarah Moody (the 'Tenants') because the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on October 21, 2025.

The Landlord's legal representative, Russell Gurman and the Tenant, Sarah Moody on behalf of both Tenants attended the hearing.

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. On April 8, 2025, the Landlord gave the Tenants an N8 notice of termination ('N8 notice') with a termination date of June 30, 2025. The N8 notice alleges that the Tenants have persistently failed to pay the rent on the date it was due.
3. Rent is due on the first day of each month.
4. The Tenant disputed the lawful rent and submitted that the current monthly rent of \$3,165.25 constitutes an unlawful rent increase. Based on the evidence and submissions of the parties, I find that the last lawful rent increase occurred in January 2024, when the rent increased from \$3,008.17 to \$3,083.37 in accordance with the guideline increase established under the *Residential Tenancies Act, 2006* (the "Act").
5. Although the Landlord served the Tenant with a notice of rent increase to \$3,165.20 effective June 2025, that increase exceeds the guideline amount. As the Landlord has not filed an application for an above-guideline rent increase, the increase is not permitted under the Act and is therefore unlawful.

6. Accordingly, I find that the lawful monthly rent is \$3,083.37.

Persistently Late

7. The Landlord's N8 notice alleges that from the period from June 2024 to June 2025, the Tenants failed to pay rent on time or at all for the 13-month period.
8. I find that the Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late or not at all 13 times in the past 13 months.
9. Since the application was filed the Tenants have not any amount towards the monthly rent.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

11. The Landlord sought termination of the tenancy as the Tenants have failed to pay any rent and as such was experiencing financial hardship.
12. Based on the Tenant's submissions, and in exercising my discretion under section 83(1)(a) of the *Residential Tenancies Act, 2006*, I find that the Tenant withheld rent in response to a rent increase that I have determined to be unlawful. In these circumstances, I am satisfied that it would be unfair to order eviction at this time. I am also satisfied that the Tenant has a genuine intention to pay the lawful monthly rent of \$3,083.37 in full and on time as it becomes due. Accordingly, I am granting a conditional order. I further find that any prejudice to the Landlord is reduced, as the Landlord will have recourse to obtain an eviction order should the Tenants fail to comply with the terms of the conditional order.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
14. At the hearing, I gave an oral ruling that a conditional order would be issued requiring the Tenants to pay the lawful monthly rent on time for a period of twelve months commencing November 2025. However, given the date of this written Order, I find that it would be unfair to require the Tenants to comply with conditions relating to rent that has already become due, and to limit the Landlord's ability to pursue enforcement remedies for periods in which that limitation has expired. Accordingly, the conditional order shall apply for the period from **February 1, 2026 to January 31, 2027**

It is ordered that:

1. The lawful monthly rent is \$3,083.37.

2. The Landlord's application for eviction of the Tenants is denied on the condition that the Tenants shall pay the Landlord the monthly rent for the months of **February 1, 2026** to **January 31, 2027** in full and by the **first day** of each corresponding month.
3. If the Tenants fail to make any of the payments in accordance with paragraph 2, and by the dates required then the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the "Act") for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 1 of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before January 27, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 28, 2026 at 4.00% annually on the balance outstanding.

January 16, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.