



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

File Number: LTB-L-095773-25

In the matter of: Upper & Lower, 108 WELDRICK RD W
RICHMOND HILL ON L4C3T8

Between: Maryam Afsarian Landlord

And

Mohammad Behrooz Palangi Tenant

Maryam Afsarian (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammad Behrooz Palangi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 22, 2026.

The Landlord's representative, Kristin Markoff, the Landlord's agent, Ali Zamani, and the Tenant attended the hearing.

At the hearing, the Tenant requested the Board adjourn the matter as this application ("L1 application") overlaps with a matter that was already determined by the Board on an L2 application (LTB File: LTB-L-101382-24) ("L2 application"). The Tenant further submitted that he has already appealed the decision of the Board on the L2 application, and the appeal is currently before the courts. The Landlord opposed the Tenant's adjournment request as the L2 application relates to an N12 notice for Landlord's own use and this L1 application is for rent arrears. The Tenant said that the Landlord had claimed daily compensation on the L2 application, which covers the periods also being claimed in the L1 application. I reviewed the order for the L2 application and there was no determination made by the Board in respect to daily compensation. Therefore, the issue of rent arrears is still live and will be dealt with on this L1 application. It is for that reason, I denied the Tenant's adjournment request.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$3,000.00. It is due on the 1st day of each month.
4. The Tenant has paid \$6,000.00 to the Landlord since the application was filed.
5. The parties agreed the rent arrears owing to January 31, 2026 are \$10,350.00.

Rent abatement no longer ongoing

6. The Tenant testified that the Board issued an order on LTB File LTB-L-050854-23 in which the Tenant was able to deduct 5% of their rent for a rent abatement, which resulted in the Landlord's failure to maintain the rental unit. Specifically, the rent abatement of 5% was awarded until the Landlord ensures the eavestroughs are functioning properly and are directing rainfall and snow melt away from the rental unit and the pathways immediately adjacent to it. The Tenant submitted into evidence a photograph taken of water puddled under the eavestrough. The Landlord challenged the Tenant's evidence and asked whether the photograph was taken prior to the Landlord repairing the eavestrough in August 2024, or after. The Tenant was unable to confirm when the photograph was taken. I find in favour of the Landlord as the Tenant was unable to establish when the photograph was taken. I would have reasonably expected the Tenant to adduce evidence at the hearing to support that the eavestrough issue remained ongoing after the Landlord had repaired it in August 2024.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant requested the Board grant relief from eviction and proposed a payment plan in which all rent arrears would be paid off in 6 months. Additionally, the Tenant would continue to pay their lawful rent on time and in full. The Landlord opposed the payment plan and requested the Board grant a standard order. 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. The parties agreed that the Tenant was in a good financial position that would allow him to pay off rent arrears in 6 months, as he had successfully followed through on other payment plans.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,536.00 for arrears of rent up to January 31, 2026, inclusive of the filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$1,756.00 by February 15, 2026;

- b) \$1,756.00 by March 15, 2026;
 - c) \$1,756.00 by April 15, 2026;
 - d) \$1,756.00 by May 15, 2026;
 - e) \$1,756.00 by June 15, 2026; and
 - f) \$1,756.00 by July 15, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 15, 2026 to July 31, 2026, or until the arrears are paid in full, whichever date is earliest. I have delayed February 2026 rent until February 15, 2026 to ensure the Tenant receives a copy of this order as it is being issued on February 3, 2026.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

February 3, 2026

Date Issued

Vishal Nanda

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.