



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

Citation: Erejenova v Niroomand, 2026 ONLTB 17198

Date: 2026-02-23

File Number: LTB-L-096228-25-SA

In the matter of: 710, 9618 YONGE ST
RICHMOND HILL ON L4C0X5

Between: Antonina Erejenova Landlord
Sergey Erejenov

And

Kevin Niroomand Tenant

Antonina Erejenova and Sergey Erejenov (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Niroomand (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on November 5, 2025 with respect to application LTB-L-075336-25.

The Landlord's application was resolved by order LTB-L-096228-25, issued on November 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-096228-25.

This motion was heard by videoconference on January 5, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Yuliya Molchanova and the Tenant was represented by Shay Beigi. Yulia Neumeier and Olga Levenson attended the hearing as witnesses for the Landlord.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on November 5, 2025 with respect to application LTB-L-075336-25. There was no dispute that the Tenant failed to pay the Landlord \$1,360.42 on or before November 5, 2025.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-096228-25.
3. The Tenant motion alleges that there was a payment error that led to the breach but at the hearing parties did not dispute that the Tenant made no payments after the breach on November 5, 2025.
4. As of the hearing date, rent arrears totalled \$21,711 including the filing fee—significantly higher than the \$16,511 owing in November 2025 when the previous order was made.
5. The Tenant requested relief from eviction. He is a realtor and has not had a closing since June 2025. His monthly expenses are approximately \$4,000 a month. He has been living at the rental unit since 2019.
6. The Tenant has a closing scheduled in March 2026. He expects to pocket 1.5% of the sale price, which is well over a million. He also has some 17 active listings and expects 2-3 properties to be sold. The Tenant made \$400,000 in 2022 but only made \$40,000 in 2025. He tried his best to cut down on expenses but was unable to afford rent.
7. In the alternative, the Tenant asked for two months to move. His work is busy, and he would like to have additional time to move in light of the poor weather conditions.
8. His proposed payment plan was to pay \$2,000 on or before the 20th of every month starting on February 20, 2026, and to then pay a lump sum of \$10,000 on April 7, 2026. He did not have a specific date by which he would bring the account to a zero balance but was hoping to then negotiate and settle with the Landlord for the balance owing.
9. On cross-examination the Tenant confirmed that he made approximately \$6,000 from June closing but was unable to pay anything to the Landlord because he was behind on many payments.
10. I find that it would be unfair to set aside the eviction order. The tenancy does not appear to be viable, arrears of rent are high, and have been growing, and the Tenant proposed no realistic plan to fully repay the Landlord. His monthly income is currently insufficient. He expects to receive a large commission check in Spring of 2026 but it is unclear how much of that check will be available to pay the Landlord. The Tenant's previous commission check was fully applied to other debts and/or expenses. The pattern of the Tenant's conduct does not indicate that the Tenant is likely to comply with any payment plan I may order.

The stay is lifted immediately

11. The stay of order LTB-L-096228-25 is lifted immediately. The Tenant did not testify about any specific hardship or dependants. He requested a couple of months to move. The amount owing is substantial, and the Tenant has not been making payments for a long time. He breached the previous order almost immediately after it was issued. At the hearing I advised the Tenant that I intend to deny his motion and give him until January 31, 2026 or perhaps February 4th (the end of the rental period). Given the date of this order, the Tenant has already had almost two months to look for a new place.

It is ordered that:

1. The motion to set aside Order LTB-L-096228-25, issued on November 24, 2025, is denied.
2. The stay of order LTB-L-096228-25 is lifted immediately.
3. Order LTB-L-096228-25 is unchanged.

February 23, 2026

Date Issued

Vladimir Nikitin

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.