



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

Citation: Ottawa Community Housing v Hosseyni, 2026 ONLTB 17241

Date: 2026-02-25

File Number: LTB-L-002996-26-SA

In the matter of: 97 TED GRANT PVT
OTTAWA ON K1G5B7

Between: Ottawa Community Housing Landlord

And

Parvin Hosseyni Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Parvin Hosseyni (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 order issued by the LTB on May 12, 2025 with respect to application LTB-088412-24.

The Landlord's application was resolved by order LTB-L-002996-26, issued on January 19, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002996-26.

This motion was heard by videoconference on February 18, 2026. The Landlord's legal representative Mohubo Elmi, the Tenant and the Tenant's spouse Fardin Salehi attended the hearing.

Determinations:

1. The prior order issued on May 12, 2025 was a consent repayment plan for arrears of rent owing. As per the order, the Tenant owed to the Landlord \$14,570.00 in arrears.
2. The ex-parte order issued on January 19, 2026 terminates the tenancy because the Tenant failed to pay the lawful rent for January 2026 in full and on time and because the Tenant failed to pay \$405.00 towards the rent arrears on or before December 20, 2025.
3. The Tenant does not dispute breaching the prior order. Therefore, the only issue for the Board to determine is whether it would be unfair in all of the circumstances to set aside the January 19, 2026 order.

4. As explained below, after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-002996-26. The stay of this order will therefore be lifted on March 31, 2026.
5. The parties agreed that since the breach noted in the January 19, 2026 ex-parte order that the Tenant has also breached each subsequent term ordered by failing to pay the arrears payment due on January 20, 2026 and by failing to pay the rent for February 2026. The parties also agreed that the Tenant has made no payments to the Landlord since September 2025. The Landlord did not apply to the Board to terminate the tenancy for these prior breaches because they were attempting to work with the Tenant.
6. The Tenant's agent testified that the current household income is \$2,000.00 per month. The lawful rent is \$1,320.00 per month.
7. The arrears owing as of the motion hearing are \$20,912.00.
8. Based on the evidence and submissions before the Board, I find that it would be unfair to grant the Tenant's motion and order another repayment plan as it appears that the Tenant is either unable or unwilling to pay the lawful rent and arrears to the Landlord.
9. The Landlord negotiated and consented to a repayment plan with the Tenant in good faith and despite this, the arrears have increased by more than \$6,000.00. The Landlord also delayed in filing for eviction despite the Tenant breaching multiple terms of the prior consent order.
10. As such the Tenant's motion is denied and the stay of the January 19, 2026 ex-parte order will be lifted.
11. As the Tenant has resided in the rental unit for 23 years, I find that it would not be unfair to delay the lifting of the stay to March 31, 2026, to allow the Tenant some additional time to secure alternate housing.
12. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The motion to set aside Order LTB-L-002996-26, issued on January 19, 2026, is denied.
2. The stay of order LTB-L-002996-26 is lifted March 31, 2026.

February 25, 2026
Date Issued

Fabio Quattrociocchi
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.