



**Order under Section 69
Residential Tenancies Act, 2006
And Section 21.2 of the Statutory Powers Procedure Act**

File Number: LTB-L-106955-25-RV

In the matter of: 419, 77 HUNTLEY ST
TORONTO ON M4Y2P3

Between: RPMS PROPERTY MANAGEMENT SERVICES INC Landlord

And

MOBIN MEHRPARVAR Tenant

RPMS PROPERTY MANAGEMENT SERVICES INC (the 'Landlord') applied for an order to terminate the tenancy and evict MOBIN MEHRPARVAR (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 25, 2026.

The Landlord's Legal Representative, Jason Paine and the Tenant attended the hearing.

Determinations:

Board Initiated Review

1. A hearing was held on February 19, 2026 but the parties were not served with a notice of hearing. As a result, the application was resolved by an abandoned order LTB-L-106955-25 issued on February 25, 2026. Due to an administrative error, I find there was a serious error in procedure and in the order issued on February 25, 2026. The application is heard de novo.

Adjournment Request to Bring Section 82 Issues

3. The Tenant sought an adjournment of the hearing to bring section 82 issues.
4. The Tenant was served with the notice of hearing by the Board on January 28, 2026.
5. The Tenants had ample time to bring any section 82 issues.
15. The Tenants did not serve any written description of the issues nor did they provide any evidence to either the Landlords.

16. Section 82 of the *Residential Tenancies Act, 2006* (the 'Act') states that:

(1) At a hearing of an application by a landlord under section 69 for an order terminating a tenancy and evicting a tenant based on a notice of termination under section 59, the Board shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act if the tenant,

(a) Complies with the requirements set out in subsection (2); or

(b) Provides an explanation satisfactory to the Board explaining why the tenant could not comply with the requirements set out in subsection (2).

(2) The requirements referred to in subsection (1) are the following:

1. The tenant shall give advance notice to the landlord of the tenant's intent to raise the issue at the hearing.
2. The notice shall be given within the time set out in the Rules.
3. The notice shall be given in writing and shall comply with the Rules.

17. Rule 19.1 of the Landlord and Tenant Board's Rules of Procedure states further that:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing. The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

18. Rule 19.7 states that a party who fails to comply with Rule 19 or an order or direction for disclosure may not rely on the evidence that was not disclosed as directed or ordered, unless otherwise ordered.

19. The Tenant testified that he believed he would be able to provide all his evidence and description of the issues at the hearing.

20. I was not satisfied that the Tenant was unable to comply with the requirements for disclosure.

21. As the Landlord was not served with any of the disclosure or written description of the issues the Tenant intends to raise at least seven days prior to the hearing and the Tenant has not paid any rent since prior to October 2025, I found that it was unfairly prejudicial to the Landlords to adjourn the matter to allow the Tenant to bring their section 82 issues. As a result, the Tenant's request to adjourn is denied. The Tenant may bring their own application for any of the issues they intended to raise at the hearing.

Non-Payment of Rent

22. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date 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 \$1,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: $\$1,700.00 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$8,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenant did not dispute that he had not paid any rent for the periods of October 2025 through to February 28, 2026. The Tenant testified that he has withheld the rent due to maintenance issues in the rental unit, namely the Landlord's failure to treat the unit for pests. The Tenant testified he would not be paying any rent until the pest control issues have been resolved in the rental unit.
11. While I advised the Tenant that the initial order would be replaced with this order and that if the Tenant did not provide submissions on whether he was able to pay the amounts owing, an order would be issued terminating the tenancy in light of the Landlord's uncontested submissions. The Tenant further declined to provide any payment to the Landlord and stated he would be requesting a review of this order. I advised the Tenant that if he failed to provide any reasons to delay or deny eviction such as a proposal for the payment of the arrears or testimony about his circumstances, that an order would be issued based on the Landlord's uncontested submissions. However, the Tenant declined to provide any further submissions with regards to relief from eviction.
12. As a result, based on the Landlord's uncontested submissions, I find that it would be unfair to grant relief from eviction in the circumstances.

It is ordered that:

1. Order LTB-L-106955-25 issued on February 25, 2026 is cancelled and replaced as follows:
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$10,386.00 if the payment is made on or before March 15, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after March 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before March 15, 2026.**
6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,383.25. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
7. The Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting February 26, 2026 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before March 15, 2026, then starting March 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 16, 2026.

March 4, 2026
Date Issued

Christopher Lin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 16, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 15, 2026

Rent Owing To March 31, 2026	\$10,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,386.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,197.25
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$8,383.25
Plus daily compensation owing for each day of occupation starting February 26, 2026	\$55.89 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	