



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

File Number: LTB-L-004707-26-SA

In the matter of: 123, 745 BERNARD ST
OTTAWA ON K1K3H8

Between: Richcraft Rental Limited Partnership Landlord

And

Abdallah Mousa Tenants
Gulistan Arik
Ali Arik

Richcraft Rental Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Abdallah Mousa, Gulistan Arik and Ali Arik (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on January 8, 2026 with respect to application LTB-L-080128-25.

The Landlord's application was resolved by order LTB-L-004707-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-004707-26.

This motion was heard by videoconference on March 3, 2026. The Landlord represented by Alex Grant, and the Tenant Abdallah Mousa, attended the hearing.

Determinations:

1. The Tenants owed the Landlord \$14,476.00 in arrears and costs to the end of December 2025. With the assistance of a Board Dispute Resolution Officer, the Tenants agreed to pay the Landlord \$2,000.00 on or before December 31, 2025, \$5,000.00 on or before January 12, 2026, and the balance of \$7,476.00 on or before February 2, 2026. The Tenants were also to pay the Landlord rent in full and on time.
2. The Tenants made the December arrears payment, paid the January rent on January 6th, and paid \$450.00 of the \$5,000.00 arrears payment on January 12th. The Tenant also testified that not paying rent until January 6th, after consenting to an order to pay rent in full and on time, was not his fault. The amount the Tenants owe the Landlord has increased to \$16,016.00.

3. The Tenant testified that he has outside contracts that were not paid on time. This resulted in the missed payments.
4. The Landlord points to an employment letter for Mr. Mousa that was introduced when they agreed to the repayment plan which shows the Tenant has been employed with Voltly Energy since October 2025 with an annual salary of \$97,000.00.
5. The Tenant also testified that the other two tenants on the tenancy agreement are employed. Gulistan Arik works full-time and earns \$18.00 an hour, and Ali Arik, the Tenant's father-in-law earns \$50,000.00.
6. The combined income from the three tenants are sufficient to pay rent and make payments toward arrears. Considering the fact that the amount the Tenants owe has increased since December, it appears that paying rent is not a priority.
7. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-004707-26.

It is ordered that:

1. The motion to set aside Order LTB-L-004707-26, issued on January 26, 2026, is denied.
2. The stay of order LTB-L-004707-26 is lifted immediately.
3. Order LTB-L-004707-26 is unchanged.

March 5, 2026

Date Issued

Greg Joy

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.

