



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-080666-25

In the matter of: 1001, 675 MARTIN GROVE RD
ETOBICOKE ON M9R3T5

Between: HI LO INVESTMENTS LTD. Landlord

And

Ammara Arjumand Tenant

HI LO INVESTMENTS LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict Ammara Arjumand (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 19, 2026. The Landlord's legal representative Sara Ginman, the Tenant, the Tenant's children Adeel Babar and Mouzzen Usman and the Tenant's Urdu interpreter Mehar Cheema attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, based on the evidence and submissions before the Board, a conditional order will be issued to preserve the tenancy.
2. The Tenant was in possession of the rental unit as of the hearing date.
3. The Landlord's application is based on a N8 notice of termination served to the Tenants on July 18, 2025 with a termination date of September 30, 2025. The N8 notice asserts that the Tenant has been persistently late in paying the monthly rent.
4. The parties agree that the monthly rent is due on the first day of each month.
5. The Landlord's N8 notice asserts that from August 2024 to July 2025, the Tenant has failed to pay the monthly rent in full and on time. The Tenant does not dispute the contents of the notice.

6. Based on the agreed facts, I find that the Tenant has been persistently late in paying their rent and therefore, the only issue for the Board to determine is whether it would be unfair to grant the Tenant relief from eviction.
7. After the application was filed, the parties agree that the Tenant has since been paying the rent on time and that as of the hearing date, the Tenants owes no rent to the Landlord.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord's representative confirmed at the hearing that the filing fee has since been paid.

Relief From Eviction:

9. 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.
10. As explained below, the Tenant will be ordered to pay rent on time for a period of twelve months commencing April 1, 2026.
11. At the hearing, the Landlord requested a conditional order requiring the Tenants to pay the rent on time for a 12-month period. The Tenant's representative disputed this proposed request and asked that the Board order that rent payments be due on the 3rd of the month and that the term of the conditional order be limited to 6 months only.
12. At the hearing, the Tenant testified that she is on ODSP, is currently receiving cancer treatment and has several health concerns which requires her to be in and out of the hospital. The Tenant confirmed that her ODSP payments typically arrive prior to the first day of the upcoming month.
13. The Tenant's representative argued that the Tenant's request should be accommodated under the *Human Rights Code, R.S.O. 1990, c. H.19* (the Code). As explained below, I disagree with the Tenant's submissions.
14. Section 2(1) and 17(1) of the Code state the following:
 - 2 (1)** Every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or the receipt of public assistance.
 - 17 (1)** A right of a person under this Act is not infringed for the reason only that the person is incapable of performing or fulfilling the essential duties or requirements attending the exercise of the right because of disability.
15. The evidence before the Board is clear that although the Tenant is a recipient of public assistance (ODSP) that the payments from ODSP are delivered prior to the first day of

each month and therefore, I do not find that the Tenants income or accommodation requests impacts their ability to fulfill their obligations.

16. The RTA affords tenants with an automatic right to file a motion to set aside an ex-parte order for an alleged breach of a conditional order. Further, subsection 78(11) of the Act states the Board may set aside an ex-parte order if satisfied that having regard to all of the circumstances that it would not be unfair to do so. This applies even if the Board is satisfied that there was a breach of the prior order.
17. Therefore, I find no reason to not require the Tenant to pay their lawful rent on time or to hold the Tenant to a 12-month conditional order as the Tenant is afforded a remedy under the Act should an unforeseen incident arise which prevents her from meeting her fundamental obligations as a Tenant.
18. The Tenant will therefore be ordered to pay the monthly rent in full and on time for a period of 12 months commencing April 1, 2026. Given the date that this order has been issued, the rent payment for March 2026 will be deferred to the 15th of the month.
19. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a) The Tenant shall pay to the Landlord the lawful rent for March 2026 on or before March 15, 2026.
 - b) The Tenant shall pay to the Landlord the lawful monthly rent as it comes due in full and no later than the first day of each month commencing April 2026 through to March 2027.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

March 11, 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.