



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

Citation: Highgate Property Investments Inc v Karami, 2026 ONLTB 26361

Date: 2026-03-30

File Number: LTB-L-013181-26-SA

In the matter of: 3307, 2916 HIGHWAY 7
CONCORD ON L4K0K6

Between: Highgate Property Investments Inc Landlord

And

Leila Karami Tenants
Parisa Sedaghat

Highgate Property Investments Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Leila Karami and Parisa Sedaghat (the 'Tenants') because the Tenants did not meet a condition specified in the order issued by the LTB on January 7, 2026 with respect to application LTB-L-087685-25.

The Landlord's application was resolved by order LTB-L-013181-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-013181-26.

This motion was heard by videoconference on March 23, 2026.

The Landlord's agent Justin Maloney, the Landlord's representative Jeff Shabes, and the second named Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. There is no dispute Tenants failed to meet a condition specified in the order issued by the LTB on January 7, 2026 with respect to application LTB-L-087685-25. Specifically, the Tenants failed to pay the lawful monthly rent that was due on February 1, 2026.

The surrounding circumstances

2. This motion is brought pursuant to subsection 78(11) of the *Residential Tenancies Act, 2006* (the 'Act'). As I am satisfied that the Tenants breached the order issued on January 7, 2026, the only issue before me is whether I am “satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order”.
3. The circumstances here are that the Tenants deliberately withheld their rent for February 2026 in response to alleged maintenance issues in the rental unit. On February 6, 2026 the Tenants paid half of the monthly rent as a sign of “good faith”. As of the date of the hearing, the Tenants had not cured the prejudice by paying the other half of the February rent.
4. Based on the Tenants actions, it is evident the Tenants are unwilling or unable to pay the lawful monthly rent on time. The Tenants provided no evidence with respect to their income to substantiate the ability to pay their rent on time. Considering they deliberately breached the previous order from the Board, I find that it would be unfair to set aside order LTB-L-013181-26.

The stay is lifted on April 30, 2026

5. The stay of order LTB-L-013181-26 is lifted on April 30, 2026. The Tenants request an extension of 40 days to move. The Landlord sought an immediate lift of the stay, asking the Board to consider the backlog of the Court Enforcement Office. I am satisfied that a short delay of one-month is appropriate in these circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-013181-26, issued on February 17, 2026, is denied.
2. The stay of order LTB-L-013181-26 is lifted on April 30, 2026.
3. Order LTB-L-013181-26 is unchanged.

March 30, 2026

Date Issued

Elena Jacob

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.