



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

File Number: LTB-L-012737-26-SA

In the matter of: 3 SCOTT CRES
Barrie ON L4N4W2

Between: Shahram Ahmadipour Landlords
Elham Pashan

And

Shirley Doba Moss Tenants
Joseph Syvret

Shahram Ahmadipour and Elham Pashan (the 'Landlords') applied for an order to terminate the tenancy and evict Shirley Doba Moss and Joseph Syvret (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 December 15, 2025 with respect to application LTB-L-092441-25.

The Landlords' application was resolved by order LTB-L-012737-26, 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-012737-26.

This motion was heard by videoconference on March 25, 2026.

The Landlords' Legal Representative, A. Golabgir, the Landlords, and one of the Tenants, Shirley Moss (SM), attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants failed to meet a condition specified in the order issued by the LTB on December 15, 2025 with respect to application LTB-L-092441-25. The Tenants failed to pay the lawful rent for February 2026 on or before February 1, 2026 and a payment of \$1,000.00 for rent arrears on or before February 4, 2026.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-012737-26.
3. SM stated that the Landlords wanted an extra \$1,000.00 a month but she could not keep up with that amount. She stated she can only pay \$500.00 extra a month. She resides in the rental unit with her husband, who is working full time, and her disabled adult son, who receives ODSP since September 2024. She also stated that she is retired and receives CPP and is the primary care giver for their son. She further stated that the Landlords have ignored necessary repairs to the rental unit as there are issues with the floors and there are cockroaches.
4. SM requested a new payment plan wherein they only have to pay an extra \$500.00 a month or \$125.00 per week as her husband is paid weekly.
5. The Landlords' Legal Representative submitted that the rent arrears are currently \$8,900.00 to March 31, 2026 and the Landlords have their own financial issues as a result. He also submitted that if the Tenants agreed to the payment plan in December and they knew it could not be met, they misled the LTB. The Tenants signed a written payment agreement and received a copy of the order with the payment terms which clearly set out that if there is a breach, the Landlords can apply to terminate the tenancy and evict the Tenants pursuant to section 78 of the *Residential Tenancies Act, 2006* (the 'Act').
6. The Landlords' Legal Representative requested that the motion be denied and the stay lifted as the Tenants already demonstrated that they can not meet payment terms.
7. The Landlord's application, LTB-L-092441-25, was based both on non-payment of rent and persistent late payment of rent. The order issued on December 15, 2025 with respect to that application was a result of mediation in which SM actively participated and agreed to the payment terms. The order was breached in February as the Tenants did not pay the lawful rent for February nor any payments towards the rent arrears. The Tenants have not made any payments to the Landlord since January, despite SM asserting that they can pay \$500.00 extra per month.
8. The rent arrears are substantial at \$8,900.00 and have almost doubled since the previous order was issued in December, the Tenants have not made any payments to the Landlord including any accruing rent, in these circumstances it would be unfair to grant another payment plan.

The stay is lifted on April 30, 2026

9. The stay of order LTB-L-012737-26 is lifted on April 30, 2026. The Tenants have resided in the rental unit since September 2024, they are seniors, and they provide primary care for their disabled adult son who resides with them. I was satisfied that an additional thirty days to find an alternate rental unit would not be unfair in these circumstances.

It is ordered that:

1. The motion to set aside Order LTB-L-012737-26, issued on February 17, 2026, is denied.
2. The stay of order LTB-L-012737-26 is lifted as of April 30, 2026.

3. Order LTB-L-012737-26 is unchanged.

April 2, 2026
Date Issued

Lisa Del Vecchio
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.