



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

Citation: Siadatmousavi v Okopie, 2026 ONLTB 16853

Date: 2026-03-30

File Number: LTB-L-099777-25-RV

In the matter of: 30 ABINGDON DR
NEPEAN ON K2H7M7

Between: Haleh Siadatmousavi Landlord

And

Tefe Okopie Tenant
Simon Boisvert

Review Order

Haleh Siadatmousavi (the 'Landlord') applied for an order to terminate the tenancy and evict Tefe Okopie and Simon Boisvert (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-099777-25 issued on February 12, 2026.

On February 19, 2026, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the proceeding.

On February 20, 2026, interim order LTB-L-099777-25-RV-IN was issued, staying the order issued on February 12, 2026.

This request was heard by videoconference on March 26, 2026. The Landlord, the Landlord's Legal Representative, M. Azimi, and the Tenant, Tefe Okopie, attended the hearing.

The Tenant stated that her relationship with the other Tenant, Simon Boisvert, has ended and she has no knowledge of his whereabouts. The Tenant believes he may have a different identity and was engaged in fraudulent behaviour.

Determinations:

The Request

1. The Tenant alleged that she was not reasonably able to participate in the proceeding of February 4, 2026, which resulted in order LTB-L-099777-25 terminating the tenancy for nonpayment of rent.
2. In addition to this application, the Landlord also filed an Application to End a Tenancy and Evict a Tenant, LTB-L-105384-25 which was scheduled for a hearing on January 12, 2026.
3. The Tenant asserted that she was unaware of the hearing for this application, stating that she believed the Landlord had filed only application LTB-L-105384-25 and that she had confused the hearing dates for the two applications.
4. On or about January 5, 2026, the Tenant requested an adjournment of LTB-L-105384-25. The contents of that request, provided as evidence by the Landlord, demonstrates that the Tenant believed the hearing of LTB-L-105384-25 was changed from February 2026 to January 12, 2026.
5. At the hearing of LTB-L-105384-25 on January 12, 2026, the Tenant's request for an adjournment because she was out of the country and did not anticipate returning prior to February 8, 2026, was granted. Accordingly, the Tenant did not reasonably expect to have another hearing prior to that date.
6. Based on all the evidence, I find it more likely than not, that the Tenant mistakenly confused the hearing date for this application with that of LTB-L-105384-25.
7. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding.

The Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$2,950.00. It is due on the first day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$96.99. This amount is calculated as follows: \$2,950.00 x 12, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to March 31, 2026, are \$17,700.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$2,950.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
16. Interest on the rent deposit, in the amount of \$91.06 is owing to the Tenant for the period from December 15, 2024, to March 26, 2026.

Relief from Eviction

17. The rental unit is a four-bedroom home, and the tenancy commenced a little over a year ago. The Tenant resides in the rental unit with two of her cousins and her partner. The Tenant has not paid the rent since October 2025.
18. The Tenant testified that she had financial difficulties, lost her job, and was defrauded by the other Tenant. The Tenant started a new job two weeks prior to the hearing and expects to be paid between \$3,000.00 to \$3,600.00 in a week. The Tenant was away on vacation from about December 24, 2025, to February 10, 2026.
19. The Tenant requested an unspecified payment plan, and an extension of the termination date by 20 to 30 days.
20. The Landlord testified that the Tenant's failure to pay the rent for six months has placed her in serious financial hardship. The Landlord has been forced to borrow money from friends, use funds intended for her children and fully extended her credit cards. The Landlord's attempts to negotiate with the Tenant were rejected by the Tenant who told her 'see you in court.' As a result of the nonpayment of rent, the Landlord is struggling to meet her mortgage obligations.
21. For a tenancy that commenced about 15 months ago, the outstanding amount is substantial, and the Tenant failed to pay any rent for six consecutive months. In these circumstances, granting relief from eviction is prejudicial to the Landlord.
22. 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.

It is ordered that:

1. The request to review order LTB-L-099777-25 issued on February 12, 2026, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on February 20, 2026, is cancelled and replaced by this order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$17,886.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$20,836.00 if the payment is made on or before April 10, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 April 10, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 April 10, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,416.68. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 8. The Tenant shall also pay the Landlord compensation of \$96.99 per day for the use of the unit starting March 27, 2026, until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before April 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 11, 2026, at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before April 10, 2026, then starting April 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 April 11, 2026.

March 30, 2026
Date Issued

Jitewa Edu
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 October 11, 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 31, 2026

Rent Owing To March 31, 2026	\$17,700.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,886.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 10, 2026

Rent Owing To April 30, 2026	\$20,650.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$20,836.00

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

Rent Owing To Hearing Date	\$17,271.74
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,950.00
Less the amount of the interest on the last month's rent deposit	- \$91.06
Total amount owing to the Landlord	\$14,416.68
Plus, daily compensation owing for each day of occupation starting March 27, 2026	\$96.99 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	