



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-087977-25

In the matter of: 503, 40 GODSTONE RD
NORTH YORK ON M2J3C7

Between: VENICE PARK DEVELOPMENTS LTD Landlord

And

MOHAMMAD HUSSAIN HAIDARI Tenant

VENICE PARK DEVELOPMENTS LTD (the 'Landlord') applied for an order to terminate the tenancy and evict MOHAMMAD HUSSAIN HAIDARI (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Emily Barbaty. Also in attendance was the Tenant's Farsi/Dari language interpreter, Salim Mohammad.

Determinations:

Preliminary Issue: Conflict Check

1. I invited submissions from the parties with respect to whether they would have an objection to me adjudicating this application given my prior employment during the period June 2014 to April 2019, with the paralegal firm which is representing this Landlord.
2. I informed the parties that since my appointment to the Landlord and Tenant Board I have had no involvement with my former employer. As far as I could recall, I had no participation in any application concerning this Tenant or this tenancy or any knowledge of any such application while I was employed with the Landlord's paralegal's firm.
3. The Tenant confirmed that he moved into the unit 1.5 years ago and that this was the first time he recalled seeing me and that we had not met previously. He also indicated he had no objection to me adjudicating this application.

4. I proceeded to hear the merits of the L1 application.

L1 Application

5. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day the application was filed.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,562.50. It is due on the 1st day of each month.
8. The Tenant has paid \$5,000.00 to the Landlord since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$7,812.50.
10. The Landlord seeks a standard, voidable eleven-day order.

Tenant's Request for Relief

11. The Tenant does not dispute the arrears as claimed by the Landlord and submits he had to travel to Iran to visit family due to some problems which led to the accrual of rent arrears.
12. The Tenant seeks to remain in the rental unit and proposes a repayment plan whereby he would pay the rent on time going forward and the balance of the rent arrears on August 1, 2026.
13. The Tenant testified that he resides in the rental unit with two other people and that he works in the construction business. The Tenant submits he has no other place to go and has language barriers.
14. The Landlord opposes the repayment plan proposed by the Tenant as they believe to wait six months to see the rent areas is unjust. The Landlord confirms they are holding a last month rent deposit.
15. Based on the evidence before the Board I find the arrears and costs owing to January 31, 2026 total \$7,812.50. This is undisputed.
16. With respect to the request for relief proposed by the Tenant, while I agree with the Landlord that waiting six months to have the arrears paid off does not seem fair to the Landlord, the fact is the Tenant has made payments in the interim. Therefore, I find the circumstances warrant the Tenant having an opportunity to make good on their word.
17. However, I find it appropriate to impose a nominal amount to be paid towards the arrears in the interim until the arrears are paid in full.

18. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$7,998.50 which represents the arrears owing to January 31, 2026 plus the application filing fee in the following manner:
 - a) \$150.00 on or before April 20, 2026;
 - b) \$150.00 on or before May 20, 2026;
 - c) \$150.00 on or before June 20, 2026;
 - d) \$150.00 on or before July 20, 2026; and
 - e) \$7,398.50 on or before August 1, 2026.
2. The Tenant shall also 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 May 2026 to August 2026.
3. If the Tenant has not already done so, they shall make the rent payments for the months of February – April 2026 as follows:
 - a) The rent for February 2026 in full and no later then April 16, 2026;
 - b) The rent for March 2026 in full and no later then May 15, 2026;
 - c) The rent for April 2026 in full and no later then May 29, 2026.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs t shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.

April 9, 2026
Date Issued

Sonia Anwar-Ali
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.