



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

File Number: LTB-L-104202-25-RV

In the matter of: LOWER UNIT, 67 HAROLD ST
ETOBICOKE ON M8Z3R5

Between: Shahram Talebi Landlord

And

Billy Ritchey Tenant

Review Order

Shahram Talebi (the 'Landlord') applied for an order to terminate the tenancy and evict Billy Ritchey (the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent (L2 Application).

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

This application was resolved by order LTB-L-104202-25 issued on February 18, 2026. It was heard by videoconference on February 11, 2026. Only the Landlord's Legal Representative, Bryan Rubin, attended the hearing. As of 10:21 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

On March 27, 2026, the Tenant filed a Request to Extend the Time to File a Request to Review and a Request to Review the order issued on February 18, 2026, on the basis that the Tenant was not reasonably able to participate in the proceeding and believed that the order contained a serious error. The Tenant also requested that the order be stayed until the Request to Review is decided.

On March 30, 2026, Interim Order LTB-L-104202-25-RV-IN was issued, staying the order issued on February 18, 2026, and directing the LTB to schedule a hearing of the Tenant's Request to Review.

This review hearing was heard by video conference on April 27, 2026. The Landlord's Legal Representative, Bryan Rubin, was present accompanied by the Tenant.

Before the start of the hearing the parties advised that they had reached a consent agreement and requested that Dispute Resolution Officer (DRO) Felicia Puscalau assist in finalizing the terms and issuing an Order on consent to resolve all matters raised in the application.

After reviewing the terms of the agreement with the parties, I am satisfied that they fully understand the agreement and the consequences of providing their consent.

The parties agreed to the following:

1. The parties agreed to a final, non-voidable termination of this tenancy as of April 30, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
5. There is no last month's rent deposit.
6. The rent arrears owing to April 30, 2026, are \$29,621.00 inclusive of all fees.
- 7. The Landlord will waive all arrears if the Tenant vacates the unit by April 30, 2026.**
8. The Landlord agrees to withdraw the L2 application (LTB-L-108405-25) once the Tenant has vacated the rental unit.

On consent of the parties, it is ordered that:

1. The request to review order LTB-L-104202-25 issued on February 18, 2026, is granted.
2. Order LTB-L-104202-25 issued on February 18, 2026, is cancelled and replaced with this order.
3. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before April 30, 2026.
4. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 May 1, 2026.
- 6. If the Tenant does not vacate the rental unit on or before April 30, 2026, the waived arrears shall be reinstated and become immediately due and owing, and the Tenant shall pay the Landlord \$29,621.00 on or before April 30, 2026.**
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.

8. If the Tenant does not move out on or before April 30, 2026, the Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting May 1, 2026, until the date the Tenant moves out of the unit.
9. This Order constitutes a full and final resolution of all matters between the parties up to April 27, 2026.

May 4, 2026
Date Issued

Felicia Pusalau
Hearings Officer, 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 November 1, 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.