



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022827-26

In the matter of: 1902, 41 DUNDONALD ST
TORONTO ON M4Y1K6

Between: Hazelview Property Services Inc Landlord

And

Farhod Navobi Tenants
Nadya Torabi

Hazelview Property Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Farhod Navobi and Nadya Torabi (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on May 19, 2026.

The Landlord's Legal Representative, Sara Mathew and the Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4). The Tenants 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.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,229.00. It is due on the 1st day of each month.
4. The rent arrears owing to May 31, 2026 are \$13,365.52.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenants owe the Landlord is \$13,551.52.

7. 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.
8. The Tenant, Farhod Navobi ('FN'), testified that the rental arrears are a result of income instability. FN testified he started a new job in February 2026, where he earns a net income of approximately \$3,640.00 per month. FN testified that while he has been earning this income for approximately 4 months, he had not paid any rent as he believed the amounts were being automatically withdrawn. FN testified that he is able to make a lump sum payment of \$5,000.00 by May 29, 2026. FN testified that he will also be able to pay an additional \$526.88 each month towards the arrears each month starting June 1, 2026.
9. The Tenant, Nadya Torabi ('NT'), testified that she is a student and was not aware of the arrears as she was not informed of the amount outstanding by her partner FN. NT testified that she is able to pay \$2,229.00 by May 22, 2026.
10. While this is a short tenancy and the Tenants have not paid anything besides first and last month's rent, given the large amount the Tenants are proposing to pay before the end of the month and the fact that the payment plan would last approximately one year, I find that it would not be unfair to grant relief from eviction subject to the conditions proposed by the Tenants. At the hearing, I advised the Tenants I would be granting their payment plan subject to the conditions set out below and that the Tenants would be required to make the payments regardless of whether they receive my written order by the dates proposed.

It is ordered that:

1. The Tenants shall pay to the Landlord \$13,551.52 for arrears of rent up to May 31, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payments Due	Amount of Payments
May 22, 2026	\$2,229.00
May 29, 2026	\$5,000.00
June 1, 2026	\$526.88
July 1, 2026	\$526.88
August 1, 2026	\$526.88
September 1, 2026	\$526.88

October 1, 2026	\$526.88
November 1, 2026	\$526.88
December 1, 2026	\$526.88
January 1, 2027	\$526.88
February 1, 2027	\$526.88
March 1, 2027	\$526.88
April 1, 2027	\$526.88
May 1, 2027	\$526.84

3. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 1, 2026 to May 31, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

May 28, 2026
Date Issued

 Christopher Lin
 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.