



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

File Number: LTB-L-020204-26-SA

In the matter of: 304, 75 TALARA DR
NORTH YORK ON M2K2X4

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

SAYED MOHAMMAD MEHDI AMINI Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict SAYED MOHAMMAD MEHDI AMINI (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on October 2, 2025 with respect to application LTB-L-056428-25.

The Landlord's application was resolved by order LTB-L-020204-26, issued on March 10, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-020204-26.

This motion was heard by videoconference on April 21, 2026.

The Landlord's Legal Representative Jason Paine, the Tenant's Agent Sayed Parsa Amini, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on October 2, 2025, with respect to application LTB-L-056428-25.
2. The Tenant did not dispute that they breached the previous order. The previous order required the Tenant to pay the lawful monthly rent in full and on time on the first day of each month, plus \$700.00 per month toward the arrears until the arrears were paid in full. The Tenant acknowledged that the rent payment due on March 1, 2026, was not paid. I therefore find that the Tenant breached a condition of the previous order.

The surrounding circumstances

3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-020204-26.
4. The Tenant submitted that they experienced serious health issues, including a heart attack, which affected their ability to work and contributed to the breach. The Tenant testified that their doctor advised them not to return to work until rehabilitation was complete, and that they have only recently begun taking small construction jobs on a part-time basis. The Tenant apologized for the breach and stated that they would try their hardest to make payments under a further payment plan.
5. However, the Tenant's evidence does not satisfy me that the Tenant will be able to comply with the tenancy obligations or any further payment plan. The Tenant testified that they have had little or no work over the past three months, do not receive employment insurance because they are self-employed, and currently have no confirmed household income. The Tenant also testified that the small payments they received from customers were only enough for basic expenses such as groceries and were not enough to pay rent or arrears.
6. I have also considered the prejudice to the Landlord. The Tenant was previously given a 12-month payment plan, but the arrears have increased and are now over \$7,000.00. The Landlord submitted that the tenancy is no longer financially feasible. Given the amount of the arrears, the previous opportunity given to the Tenant to preserve the tenancy, the breach of the prior order, and the lack of reliable evidence that the Tenant can meet the ongoing rent and arrears obligations, I find that it would be unfair to the Landlord to set aside order LTB-L-020204-26.

The stay is lifted immediately

7. The stay of order LTB-L-020204-26 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-020204-26, issued on March 10, 2026, is denied.
2. The stay of order LTB-L-020204-26 is lifted immediately.
3. Order LTB-L-020204-26 is unchanged.

June 16, 2026
Date Issued

Kyle Anderson
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.