



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

**Citation:** Broccolini HLS Limited Partnership v Rahman, 2026 ONLTB 46936

**Date:** 2026-06-18

**File Number:** LTB-L-029218-26-SA

**In the matter of:** Bedroom 20, 55 HUNTLEY ST  
TORONTO ON M4Y2L2

**Between:** Broccolini HLS Limited Partnership Landlord

**And**

Khalid Abdul Rahman Tenant

Broccolini HLS Limited Partnership (the 'Landlord') applied for an order to terminate the tenancy and evict Khalid Abdul Rahman (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 March 24, 2026 with respect to application LTB-L-102804-25.

The Landlord's application was resolved by order LTB-L-029218-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-029218-26.

This motion was heard by videoconference on June 1, 2026. The Landlord's agent Michelle Almonacid, the Landlord's representative Melissa Spano and the Tenant attended the hearing.

### **Determinations:**

#### There was a breach of the previous order

1. For the following reasons, I am satisfied that the Tenant failed to meet a condition specified in the order issued by the LTB on March 24, 2026 with respect to application LTB-L-102804-25, specifically that he failed to pay \$12,000.00 in rent arrears payable on or before March 31, 2026.

#### The surrounding circumstances

2. The Tenant acknowledged that he has not paid the Landlord arrears as owed by March 31, 2026, that he was depending on loans from friends and family and while he was not able to get the entire \$12,000.00 he offered the Landlord \$7,000.00 and this amount was refused.

3. The Tenant said he was the victim of a hit and run accident in November 2024 and has sustained life altering injuries for which he is still receiving treatment. He has been unable to work and does not qualify for any government benefits due to his immigration status.
4. Despite not having an income source, the Tenant submitted that he wishes consideration to reside in the unit until December 31, 2026, that he is not capable of moving out given his medical conditions. He has lived in the rental unit for 10 years.
5. The Landlord said that there have been issues with rent payments even prior to the Tenant's accident. The Landlord's representative submitted that the arrears as owing are substantial, that since the prior order was issued on March 24, 2026, the Tenant has only paid \$1,000.00, the arrears to the end of June 2026 are now \$16,939.12. And as the Tenant does not have any income, they seek an immediate lifting of the stay of order LTB-L-029218-26.
6. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-029218-26 for the following reasons.
7. The Tenant has breached the prior order to pay off the arrears of rent, and he has paid \$1,000.00 since the prior order was issued in March 2026. The Tenant said that he does not have any income nor is he eligible for any government benefits based on his immigration status.
8. Given the outlined above, while I am sympathetic to the medical issues the Tenant has testified to, as he has not provided evidence of any change in circumstances that would lead to a conclusion that the tenancy is viable going forward, I find that it is prejudicial to the Landlord for it to continue.

The lifting of the stay

9. The stay of order LTB-L-029218-26 is lifted on June 30, 2026. In arriving at the date, I have considered the Tenant's medical state which was supported by evidence as attached to his motion to set aside and that this is a tenancy that commenced in 2010. As the Landlord is in possession of the last month's rent deposit, no further arrears will accrue.

**It is ordered that:**

1. The motion to set aside Order LTB-L-029218-26, issued on April 13, 2026, is denied.
2. The stay of order LTB-L-029218-26 is lifted on June 30, 2026.
3. Order LTB-L-029218-26 is unchanged.

**June 18, 2026**  
**Date Issued**

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Alicia Johnson  
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.