



## **Order under Section 78(6) Residential Tenancies Act, 2006**

**Citation:** IMH Pool X LP v Parvizi, 2023 ONLTB 51050

**Date:** 2023-07-21

**File Number:** LTB-L-077809-22

**In the matter of:** 705-295 Dufferin Street  
Toronto, ON M6K3G2

**Between:** IMH Pool X LP Landlord

**And**

Bahar Parvizi Tenants  
Ajmall Razakh

IMH Pool X LP (the 'Landlord') applied for an order to terminate the tenancy and evict Bahar Parvizi and Ajmall Razakh (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the mediated settlement signed by the parties on with respect to application TSL-19296-20.

This matter was directed to a hearing to confirm the discrepancies in the Landlord's application with respect to payments.

This application was heard by videoconference on June 12, 2023.

The Landlord's Legal Representative Lana Mai and the Tenant Baha Parvizi (the 'Tenant') attended the hearing.

### **Determinations:**

#### *Adjournment Request*

1. The Tenant requested an adjournment as she submitted that she had a doctor's appointment. The Tenant submitted that at the last hearing both parties had attended however, the matter had been adjourned due to the Landlord's Legal Representative had technical issues.
2. The adjournment was denied on the basis that the matter had been adjourned on two separate occasions and the Tenants had never at any time advised the Landlord that they would be seeking an adjournment that date.

#### *Landlord's Application*

3. The mediated settlement provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenants to terminate the tenancy and evict the Tenants if the Tenants do not meet certain condition(s) in the mediated settlement. This application was filed within 30 days of the breach.
4. I find that the Tenants have not met the following conditions specified in the mediated settlement:
  - a) The Tenants failed to pay the rent in full and on time on by September 1, 2022.
  - b) The Tenants failed to pay \$350.00 towards the arrears on or before September 25, 2022.
5. The previous application includes a request for an order for the payment of arrears of rent and the mediated settlement requires the Tenants to make payments by specific due dates. Accordingly, in addition to eviction, the Landlord is entitled to request an order for the payment of arrears owing.
6. The Tenants were required to pay \$12,618.40 for rent arrears and the application filing fee in the previous mediated settlement. The amount that is still owing from that mediated settlement is \$871.08 and that amount is included in this order. The Landlord's Legal Representative confirmed, and the Tenant agreed that the total amount owing of rent and arrears to June 30, 2023 was \$14,915.88.
7. Since the date of the previous mediated settlement, the Tenants have failed to pay the full rent that became owing for the period from July 1, 2021 to November 30, 2022.

### *Section 83 Considerations*

8. The Tenant acknowledged the arrears and testified that she had been having financial issues last September, which led to the breach of the mediated agreement.
9. The Tenant testified that she had been trying to contact the Landlord's representative in September and testified that she had reached an agent of the Landlord who advised her as to when to make her next payment was due. No evidence was entered to show this conversation.
10. The Tenant asserts that she has tried to contact the Landlord numerous times about payments but has received no response. No payments had been received by the Landlord since March.
11. The Tenant further testified that she plans on receiving an inheritance from Iran and that the household income per month is approximately \$6,000.00 per month. The Tenant testified that the Tenants would be able to pay the entire balance by the beginning of August with the inheritance she plans on receiving.
12. Having considered the circumstances including the length of the tenancy and the delay in getting this application to a hearing, the Tenants will be given until the end of August to pay the entirety of the arrears. I do not find a payment plan is viable at this point in the tenancy as the Tenants have been unable to keep making steady payments to the Landlord.

**It is ordered that:**

1. The Tenancy between the Tenants and the Landlord is preserved, so long as the Tenants meet the following condition.
2. Order TSL-19296-20, issued on July 7, 2021, is set aside and replaced by the following order:
3. The Tenants shall pay to the Landlord \$16,285.01 for rent and arrears of rent up to July 31, 2023, and costs.
4. The Tenants shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
  1. \$16,285.01 to be paid on or before August 31, 2023.
5. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for August 2023 or until the arrears are paid in full, whichever date is earliest.
6. 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 2 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 June 30, 2023.

**July 21, 2023**  
**Date Issued**

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Jagger Benham  
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.