



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

Citation: DUA v AGHA, 2025 ONLTB 63335

Date: 2025-08-21

File Number: LTB-L-048427-25-SA

In the matter of: 1246 QUEST CIR
MISSISSAUGA ON L5N8B8

Between: DAVINDERPAL SINGH DUA
JEEWAN JYOTI DUA

And

NAVEED AGHA
RAHEELA AGHA

I hereby certify this is a
true copy of an Order dated
AUG 21, 2025

Landlord and Tenant Board

Landlord

Tenant

DAVINDERPAL SINGH DUA and JEEWAN JYOTI DUA (the 'Landlord') applied for an order to terminate the tenancy and evict NAVEED AGHA and RAHEELA AGHA (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 May 21, 2025 with respect to application LTB-L-013055-25.

The Landlord's application was resolved by order LTB-L-048427-25, issued on July 2, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-048427-25.

This motion was heard by videoconference on August 12, 2025.

The Landlord, the Landlord's Legal Representative Yasmin Van Maurik, the Tenant's Legal Representative, M. Khan, and the Tenant, Naveed Agha, 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 May 21, 2025 with respect to application LTB-L-013055-25 by failing to pay \$10,000.00 on or before May 21, 2025. The Tenant acknowledged this breach.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-048427-25.

3. The arrears and costs owed by the Tenant to May 31, 2025 under order LTB-L-013055-25 were \$20,856.00. Between arrears payments due under the order and payments of new rent due for June, July and August, the Tenant was required under this order to have paid the Landlord \$22,600.00 between the May 14, 2025 hearing date for LTB-L-013055-25 and the date of this hearing.
4. The Tenant had only made 3 payments totalling \$9,125.00 that were successfully deposited in that time period, being:
 1. \$5,000.00 on May 21, 2025;
 2. \$1,250.00 on May 30, 2025; and
 3. \$3,000.00 on August 11, 2025.
5. These payments result in small increase in the arrears balance from order LTB-L-013055-25, as the new rent due in the interim exceeds the amount paid.
6. The Tenant submits that in addition to these payments, they have obtained a bank draft in the amount of \$5,119.57 they are prepared to hand over to the Landlord. The Tenant requested the Landlord pick this bank draft up the day prior to the hearing, but the Landlord was not able to do so. This amount has not been factored into the arrears balance as calculated above as it had not actually been paid over to the Landlord as of the hearing.
7. The Tenant also provided a post-dated cheque in the amount of \$8,069.57 in July, but this payment was subsequently returned for insufficient funds when the Landlord attempted to cash it.
8. The Tenant submits it would not be unfair to set aside the ex-parte eviction order and replace it with a payment plan under which the arrears are repaid by the end of this calendar year. The Tenant submitted under this payment plan he could pay to the Landlord the above mentioned bank draft immediately, pay August's rent by August 22nd, start paying new rent within the first week of the month on a go forward basis, and could start making installment payments of \$1,000.00 - \$1,500.00 beginning in September.
9. The Tenant submits that the failure to meet the payment plan was caused by the Tenant's health issues. He has been undergoing treatment for cancer, having finished radiation treatment in February, 2025, and is still undergoing hormone therapy with one remaining treatment in January, 2026. The Tenant also suffered a mild heart attack on July 22, 2025 and was hospitalized until July 29, 2025.
10. The Tenant submits that he is self-employed and his health issues have resulted in a lack of mobility, and this has interfered with his ability to collect money from his clients, who he typically collects payment from in person.
11. The Tenant presented no evidence to show that his health circumstances had changed between May 14, 2025 when he entered into the consent payment arrangement, and July

22, 2025 when the Tenant suffered a heart attack, a period during which the Tenant breached his payment obligations repeatedly.

12. The Landlord submitted it would be unfair to set aside the eviction order as the Tenant breached the previous order almost immediately, the arrears are significant, have not been reduced from the previous hearing, and the Landlord has been suffering a severe financial impact because of this situation. The Landlord testified that they have depleted all of their savings and investments to keep this property afloat and would have to go into debt to fund further expenses if they are not paid.
13. The Landlord has also lost faith in the Tenant's ability to follow a payment plan both because of their immediate breach, and that they provided a significant payment that was dishonoured in July.
14. I find given the impact this situation is having on the Landlord, it would be unfair to set aside the ex-parte eviction order.
15. The Tenant was not able to demonstrate that their failure to meet the terms of the payment plan were caused by any real change in circumstances. The health issues the Tenant cited were either known when they entered into the consent payment agreement on May 14, 2025, or did not occur until July 22, 2025, after the Tenant had already repeatedly breached the order.
16. Under the Act, the general intention is that the LTB has an obligation to uphold and enforce the agreements into which landlords and tenants enter. If it does not do so, then there is little incentive for parties to attempt negotiation. LTB orders and mediated agreements are not mere suggestions with respect to conduct, but legally binding orders. If the LTB does not uphold and enforce its own orders, disrespect for the LTB's processes will inevitably ensue.
17. Here, the Tenant breached the very first payment obligation under the consent order, due a week after the original hearing, and then continued to repeatedly breach the payment plan order over the ensuing months. It would be unfair to the Landlord, who entered into an acceptable agreement on consent on the previous date, to impose a further payment plan on them in these circumstances, particularly in light of the financial impact this situation has had on the Landlord.

The stay is lifted on August 31, 2025

18. The stay of order LTB-L-048427-25 is lifted on August 31, 2025.
19. In the alternative, if I did not grant the motion the Tenant asked for a delay in lifting the stay to the end of December, 2025 due to the Tenant's health issues and the difficulty in finding new accommodations.
20. I find that given the Tenant's health issues, they may require some additional time to vacate the unit. Additionally, the Tenant did provide a \$3,000.00 payment the day before the hearing, an amount close to being equivalent to the \$3,200.00 monthly rent. Despite

the Landlord's financial circumstances as outlined above, in light of this payment and the Tenant's health circumstances, I find that a short extension to the end of the tenancy month prior to lifting the stay of enforcement is appropriate. This order was announced to the Tenant in the hearing on August 12, 2025 in order to give them the full benefit of this delay.

21. However, I find any further delay would be unfair to the Landlord given their financial circumstances and the large amount of arrears that remain unpaid.

It is ordered that:

1. The motion to set aside Order LTB-L-048427-25, issued on July 2, 2025, is denied.
2. The stay of order LTB-L-048427-25 is lifted on August 31, 2025.
3. Order LTB-L-048427-25 is unchanged.

August 21, 2025
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.