



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Sobolev v Maclean, 2023 ONLTB 28673

Date: 2023-04-04

File Number: LTB-L-037514-22

In the matter of: 33 CANARY REED CRT
BARRIE ON L4N8S1

Between: Michael Sobolev

And

Michelle Menchenton, Richard Menchenton
and Stacy Maclean

I hereby certify this is a
true copy of an Order dated
APR 04, 2023
Landlord and Tenant Board

Landlord

Tenants

Michael Sobolev (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Menchenton, Richard Menchenton and Stacy Maclean (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 13, 2023.

Only the Landlord's Legal Representative Cassandra Weatherston and the Landlord attended the hearing.

As of 1:38 p.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date 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 \$2,190.40. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.01. This amount is calculated as follows: \$2,190.40 x 12, divided by 365 days.
5. The Tenants have paid \$7,386.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2023 are \$15,126.40.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,960.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$23.44 is owing to the Tenants for the period from April 4, 2022 to February 13, 2023.
10. The Landlord testified that he sent email to the Tenants on September 14, 2022 and October 8, 2022 proposing a payment agreement but received no response. On February 3, 2023, The Landlord's Legal Representative sent the Notice of Hearing, the L1/L9 Update Sheet, and the evidence to the Tenants by email urging them to contact her. No response was received.
11. The Landlord testified that there are at least 2 children residing in the rental unit.
12. The Landlord also testified that he is suffering severe prejudice and experiencing extreme stress as and he has 2 children and his is the only income in his family. He testified that he has mortgage and other payments on his own residence in addition to the rental property and that the effect of rising interest rates is significant. The last rent payment from the Tenants was received on September 28, 2022, almost 5 months prior to the hearing.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. Between the date of the hearing and the date of this order, approximately 7 weeks have passed. The Tenants have been on notice that there would be an order from the Board.
15. 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 postpone the eviction until April 25, 2023 pursuant to subsection 83(1)(b) of the Act because there are children residing in the unit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,693.20 if the payment is made on or before April 25, 2023. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after April 25, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 25, 2023**

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,051.94. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$72.01 per day for the use of the unit starting February 14, 2023 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before April 25, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 26, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 25, 2023, then starting April 26, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 26, 2023.

April 4, 2023
Date Issued



Margo den Haan
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 26, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 25, 2023

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|---|--------------------|
| Rent Owing To April 30, 2023 | \$26,893.20 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$7,386.00 |
| Total the Tenants must pay to continue the tenancy | \$19,693.20 |

B. Amount the Tenants must pay if the tenancy is terminated

| | |
|---|----------------------|
| Rent Owing To Hearing Date | \$21,235.38 |
| Application Filing Fee | \$186.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$7,386.00 |
| Less the amount of the last month's rent deposit | - \$1,960.00 |
| Less the amount of the interest on the last month's rent deposit | - \$23.44 |
| Total amount owing to the Landlord | \$12,051.94 |
| Plus daily compensation owing for each day of occupation starting February 14, 2023 | \$72.01 (per day) |