



Feb. 2, 2024

Landlord and Tenant Board

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

Citation: Talibov v Evans, 2024 ONLTB 8373

Date: 2024-02-02

File Number: LTB-L-080829-23

In the matter of: 62 ALLURE ST
NEWMARKET ON L3X0L1

Between: Ruslan Talibov Landlord

And

Eugeny Evans Tenant

Ruslan Talibov (the 'Landlord') applied for an order to terminate the tenancy and evict Eugeny Evans (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on October 5, 2023 with respect to application LTB-L-032002-23.

A hearing was held by videoconference on January 16, 2024 to consider this application. The Landlord and the Tenant attended the hearing.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.
2. I find that the Tenant did not meet the following conditions specified in the order. The Tenant failed to pay rent for September, October and November 2023, which were the first three months rent was due after the consent order was issued. The Tenant also failed to make any arrears payments.
3. The Tenant owed the Landlord \$8,200.00 to the end of August 2023. The Tenant now owes the Landlord \$13,200.00 to the end of January 2024.
4. The Tenant paid \$4,000.00 since the application was filed.
5. The application was filed within 30 days of the breach.
6. The Tenant testified that he lost his job. The Tenant did not specify when he lost his job but it is clear that the Tenant made no payments in the three months immediately following the consent order. The Tenant claims he is now employed. The Landlord has asked the Tenant where he is now but the Tenant has refused to provide this information and testified he doesn't need to tell the Landlord. Considering the fact the Tenant is

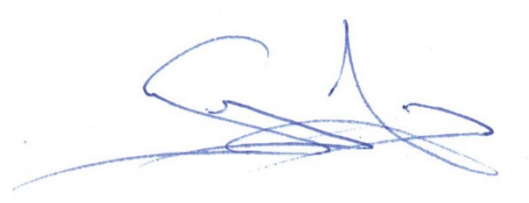
seeking continued relief from eviction and wants a new repayment plan when the arrears have continued to grow, I find the request for employment information to be reasonable and the Tenant's refusal to provide this information to be unreasonable.

7. The Landlord collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlord.
8. Interest on the rent deposit is owing to the Tenant for the period from March 1, 2019 to January 16, 2024.
9. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is \$2,486.443 required to pay.
10. The Landlord is entitled to daily compensation from starting January 17, 2024 until the date the Tenant moves out of the unit at a daily rate of \$85.48. This amount is calculated as follows: \$2,600.00 x 12 months, divided by 365 days.
11. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. Order LTB-L-032002-23 is cancelled and replaced with the following:
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 13, 2024.
3. If the unit is not vacated on or before February 13, 2024, then starting February 14, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 February 14, 2024.
5. The Tenant shall pay to the Landlord \$13,295.25*. This amount represents the rent owing up to January 16, 2024 and the cost of filing the previous application, less the rent deposit and interest the Landlord owes on the rent deposit.
6. The Tenant shall also pay to the Landlord \$85.48 per day for compensation for the use of the unit starting January 17, 2024 to the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 13, 2024, the Tenant will start to owe interest. This will be simple interest calculated from February 14, 2024 at 7.00% annually on the balance outstanding.

February 2, 2024



Date Issued

Greg Joy
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 of the Tenant expires on August 14, 2024 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.

* Refer to the attached Summary of Calculations Table.

SUMMARY OF CALCULATIONS TABLE

Amount the Tenant must pay the Landlord:

Reason for amount owing	Period	Amount
Amount of arrears owing from previous order	Up to August 31, 2023	\$8,014.00
New Arrears	from September 1, 2023 to January 16, 2024	\$7,767.68
Less the rent deposit:		-\$2,300.00
Less the interest owing on the rent deposit	March 1, 2019 to January 16, 2024	-\$186.43
Plus daily compensation owing for each day of occupation starting January 17, 2024		\$85.48 (per day)
Total the Tenant must pay the Landlord:		\$13,295.25 + \$85.48 per day starting January 17, 2024