



MAR 22, 2023

Landlord and Tenant Board

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

Citation: Mantsvetov v Burtch, 2023 ONLTB 27288

Date: 2023-03-22

File Number: LTB-L-037115-22

In the matter of: Front Unit, 73 NORTH ST
Perth ON K7H2T1

Between: Brittany Mantsvetov and Yuri Mantsvetov Landlord

And

Brittany Newton and Jeff Burtch Tenant

Brittany Mantsvetov and Yuri Mantsvetov (the 'Landlord') applied for an order to terminate the tenancy and evict Brittany Newton and Jeff Burtch (the 'Tenant') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by video conference on February 14, 2023.

The Landlords and the Landlords' representative Grace George and the Tenants attended the hearing.

Preliminary issues

The Tenants met with TDC before the hearing to obtain legal advice. The Tenants requested an adjournment and indicated that they had not received disclosure from the Landlord in advance of the hearing and that they wanted to obtain further legal advice.

The Landlord's representative provided evidence that the disclosure was served on the Tenants in advance of the hearing and in accordance with the rules of service 19.1. The Landlord Brittany Mantsvetov testified that she personally served the documents and left the documents in the mailbox at the rental unit, and later confirmed with the Tenant Jeff Burtch that he and Brittany Newton had received the documents.

The Landlord's representative argued that an adjournment would prejudice the Landlord. The Tenants are \$17,000.00 in arrears and this has resulted in financial distress for the Landlord.

I determined that the notice of hearing and disclosure was properly served, and that the Tenant's did not attempt to seek legal advice or obtain counsel in advance of the hearing. To grant the adjournment would be prejudicial to the Landlord, therefore the adjournment was denied.

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 \$2,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 x 12, divided by 365 days.
5. The Tenants have paid \$1,750.00 to the Landlord since the application were filed.
6. The rent arrears owing to February 28, 2023 are \$17,000.00.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,250.00 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 \$66.91 is owing to the Tenants for the period from June 1, 2021 to February 14, 2023.
10. The Landlord's representative requested the Board issue a standard order (11-day eviction). The Tenants testified that the reason that they fell into arrears was due to the fact that Brittany Newton fell ill for a short period of time, as well she was only receiving maternity leave benefits as source of income. Jeff Burtch was unemployed but has recently started working in a job as a construction worker. The Tenants did not have a viable plan to repay the Landlord. The Tenants asked the board to consider delaying the eviction so that they could have additional time to seek alternate accommodation.
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. The Landlord has made numerous attempts to arrange repayment of the arrears. The Landlord and Tenant entered into a repayment plan but the Tenants fail to honour the repayment arrangements. The Tenants have made one payment of \$1750.00 to the Landlord since the application was filed. This a small Landlord and the rent arrears causing him great financial distress. The arrears are substantial and to deny the eviction would prejudice the Landlord.

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:

- \$19,451.00 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

- \$21,741.00 if the payment is made on or before April 2, 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 has paid the full amount owing as ordered plus any additional rent that became due after April 2, 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 2, 2023

5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$13,671.67. 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 Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$73.97 per day for the use of the unit starting February 15, 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 2, 2023, the Tenants will start to owe interest. This will be simple interest calculated from April 3, 2023 at 5.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 2, 2023, then starting April 3, 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 3, 2023.

March 22, 2023

Date Issued

Maria Shaw

Member, Landlord and Tenants 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 3, 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.

*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

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 March 31, 2023

Rent Owing To March 31, 2023	\$21,000.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application were filed	- \$1,750.00
Less the amount the Tenants paid into the LTB since the application were filed	- \$0.00
Less the amount the Landlord owe the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$19,451.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 2, 2023

Rent Owing To April 30, 2023	\$23,250.00
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application were filed	- \$1,750.00
Less the amount the Tenants paid into the LTB since the application were filed	- \$0.00
Less the amount the Landlord owe the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$21,741.00

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

Rent Owing To Hearing Date	\$17,535.58
Application Filing Fee	\$201.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application were filed	- \$1,750.00
Less the amount the Tenants paid into the LTB since the application were filed	- \$0.00
Less the amount of the last month's rent deposit	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$66.91
Less the amount the Landlord owe the Tenants for an {abatement/rebate}	- \$0.00

Less the amount of the credit that the Tenants is entitled to	- \$0.00
Total amount owing to the Landlord	\$13,671.67
Plus, daily compensation owing for each day of occupation starting February 15, 2023	\$73.97 (per day)