



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

**Citation:** Vakhrouchev v Babos, 2022 ONLTB 7862

**Date:** 2022-10-10

**File Number:** LTB-L-010142-22

**In the matter of:** 241 DUNRAVEN DR  
YORK ON M6M1H8

**Between:** Andrei Vakhrouchev Landlord

**And**

Maria Veronica Kavalas, Robert Babos, Tenant  
Vivien Babos

Andrei Vakhrouchev (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Veronica Kavalas, Robert Babos, Vivien Babos (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on July 6, 2022.

The Landlord and the Tenant attended the hearing.

**Determinations:**

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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 Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to July 31, 2022, are \$16,965.70.
7. The testified that he did not pay the rent, because the Landlord told him that unless he pays the utilities, he will not accept the rent payments. The Tenant did not provide any proof of the efforts he made to pay the rent to the Landlord. The Tenant testified that he makes the rent payments in cash and that his last rent payment was in January 2022. The Tenant further testified that he does not know when he will be able to pay the rent arrears.

8. The Landlord provided a copy of the lease agreement, which confirmed that the utilities are the responsibility of the Landlord. The Landlord testified that the Tenant made no rent payment in 2022 and that the amount he is claiming in this application is strictly for rent and not utilities. The Landlord testified that the last rent payment he received from the Tenant was in December 2021.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,500.00 from the Tenant 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.
11. 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 Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Base on the evidence provided by the parties, I find that the Tenant failed to pay the rent in full. The Tenant did not provide any proof of the efforts he made to pay the rent to the Landlord. The Tenant failed to provide any legitimate explanation as to why he stopped paying the rent. The Tenant is unable to provide any indication as to when he will be able to pay the rent. I am not persuaded that the Tenant can continue this tenancy and prolonging this tenancy would only prejudice the Landlord. I have no reason to deny the eviction requested by the Landlord.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$24,651.70 if the payment is made on or before October 21, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after October 21, 2022, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before October 21, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,596.95. 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 Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting July 7, 2022, until 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 October 21, 2022, the Tenant will start to owe interest. This will be simple interest calculated from October 22, 2022, at 3.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 21, 2022, then starting October 22, 2022, 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 October 22, 2022.

**October 11, 2022**  
**Date Issued**



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Poeme Manigat  
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 April 22, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 21, 2022**

Rent Owing To October 31, 2022	\$24,465.70
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$24,651.70</b>

**B. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$14,910.95
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,500.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total amount owing to the Landlord</b>	<b>\$12,596.95</b>
Plus daily compensation owing for each day of occupation starting July 7, 2022	\$82.19 (per day)

