



Order under Section 69 Residential Tenancies Act, 2006

Citation: Borrovic Ramos v Mihalovics, 2024 ONLTB 5505

Date: 2024-01-18

File Number: LTB-L-057247-23

In the matter of: Main, 3 CLEARBROOKE CIR
ETOBICOKE ON M9W2E2

Between: Flavio Borrovic Ramos

And

Valentina Mihalovics
Renato Lakatos

I hereby certify this is a
true copy of an Order dated
JAN 18, 2024
BM
Landlord and Tenant Board

Landlord

Tenants

Flavio Borrovic Ramos (the 'Landlord') applied for an order to terminate the tenancy and evict Valentina Mihalovics and Renato Lakatos (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 19, 2023.

The Landlord's Representative Jahne Baboulas, the Landlord and the Tenant, Valentina Mihalovics attended the hearing.

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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The Landlord and Tenants agreed to reduce the rent arrears by \$1,900.00 as a result of mediation discussions.
6. The rent arrears owing to December 31, 2023 are \$16,800.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from Eviction Analysis

9. The Landlord's Representative testified that the Tenants's non-payment of rent was making it challenging for the Landlord to meet the financial carrying costs for the property, and the Landlord had to re-mortgage the property, not to lose it, due to the Tenants's non-payment of rent. The Landlord requested a standard eviction.
10. The Tenants testified that she wanted to continue to live there and was hoping for a payment plan instead of eviction. She lives there with her 1 child. The household income comes through a combination of Ontario Works, Child Tax Credit and the combined net monthly income is approximately \$2020.00 per month.
11. The Tenants testified that she would be able to pay an additional \$300.00 per month towards the arrears.
12. 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.
13. The reason I have not ordered a conditional payment plan as the Tenants requested, is because a payment plan would be unrealistic according to the Tenants' budget and the financial hardship to the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,086.00 if the payment is made on or before January 29, 2024. 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 January 29, 2024 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 does not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 29, 2024**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$16,197.76. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting December 20, 2023 until the date the Tenants moves out of the unit.

7. If the Tenants does not pay the Landlord the full amount owing on or before January 29, 2024, the Tenants will start to owe interest. This will be simple interest calculated from January 30, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 29, 2024, then starting January 30, 2024, 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 January 30, 2024.

January 18, 2024
Date Issued



Brenda Mercer
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 July 30, 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.

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 January 29, 2024

Rent Owing To January 31, 2024	\$20,800.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,900.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes 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	\$19,086.00

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

Rent Owing To Hearing Date	\$17,911.76
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$1,900.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes 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	\$16,197.76
Plus daily compensation owing for each day of occupation starting December 20, 2023	\$69.04 (per day)

