



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Kubiak v Kalergis, 2024 ONLTB 19271

**Date:** 2024-03-20

**File Number:** LTB-L-083635-23

**In the matter of:** 218, 20 FASHION ROSEWAY  
NORTH YORK ON M2N6B5

**Between:** Agnieszka Wioletta Kubiak Landlord

**And**

Stelios Kalergis Tenants  
Nicki Kalergis

Agnieszka Wioletta Kubiak (the 'Landlord') applied for an order to terminate the tenancy and evict Stelios Kalergis and Nicki Kalergis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe..

This application was heard by videoconference on March 6, 2024.

Only the Landlord's Legal Representative, Reginald Bent attended the hearing.

As of 3:34 pm, 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 \$1,896.25. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.34. This amount is calculated as follows: \$1,896.25 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$16,892.50.
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.
9. 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. The Landlord sent a letter to the Tenants on February 16, 2024, that outlined a proposed payment plan to the Tenants and were asked to reach out to the Landlord. The Tenants have been unresponsive to this letter and proposed payment plan.
10. The Landlord's Legal Representative was not aware of any circumstances of the Tenants relevant to section 83. The Tenants was not present at the hearing to provide any evidence of such circumstances, and there is otherwise no evidence in the record before me that suggests eviction should be refused or delayed. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**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:**
  - \$17,078.50 if the payment is made on or before March 31, 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 have paid the full amount owing as ordered plus any additional rent that became due after March 31, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 31, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$15,556.29. 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 \$62.34 per day for the use of the unit starting March 7, 2024 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 31, 2024, the Tenants will start to owe interest. This will be simple interest calculated from April 1, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 31, 2024, then starting April 1, 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 April 1, 2024.

**March 20, 2024**

**Date Issued**

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**Trish Carson**

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 1, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2024**

Rent Owing To March 31, 2024	\$16,892.50
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	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,078.50</b>

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

Rent Owing To Hearing Date	\$15,370.29
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	- \$0.00
<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	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$15,556.29</b>
Plus daily compensation owing for each day of occupation starting March 7, 2024	\$62.34 (per day)