



Order under Section 69 Residential Tenancies Act, 2006

Citation: Sklyarevsky v Gray, 2023 ONLTB 79779

Date: 2023-12-13

File Number: LTB-L-046815-23

In the matter of: 5712, 5 BUTTERMILL AVE
CONCORD ON L4K0J5

Between: Dmitry Sklyarevsky Landlords
Marina Kuper

And

Jeffrey Randolph Joakim Gray Tenant

Dmitry Sklyarevsky and Marina Kuper (the 'Landlords') applied for an order to terminate the tenancy and evict Jeffrey Randolph Joakim Gray (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 20, 2023.

The Landlords, the Landlords' Legal Representative, Elina Vasilieva, and the Tenant attended the hearing.

Determinations:

1. The Landlords served the Tenant with a valid Notice to End Tenancy Early for Nonpayment 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 \$1,690.00. It is due on the 10th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.56. This amount is calculated as follows: \$1,690.00 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 December 9, 2023 are \$13,510.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$1,650.00 from the Tenant and this deposit is still being held by the Landlords. 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 \$40.57 is owing to the Tenant for the period from November 27, 2022 to November 20, 2023.

Relief from eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), including the Tenant's request for time to find alternative housing and the Landlord holding a last month rent deposit equal to one month of rent, and find that it would not be unfair to postpone the eviction until January 9, 2024 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord requested an order terminating the tenancy due to the significant amount of arrears and the Tenant's failure to make any payments toward the arrears.
12. The Landlord has taken out loans and used their savings to cover the expenses of the rental unit due to the arrears.
13. The Tenant requested an order to pay back the arrears in installments and continue the tenancy. The Tenant sustained an injury and was out of work when the arrears began to accrue.
14. The Tenant offered inconsistent testimony about his current income. He claimed to be collecting Employment Insurance totalling \$1,600.00 per week. He also claimed to be employed and receiving \$2,200.00 per month. He also claimed he had a new job starting that would bring his income to \$1,400 per week. The Tenant did not provide any documentary evidence to verify his income.
15. The Tenant proposed a payment plan consisting of rent paid on time and in full with an additional \$1,000.00 toward the arrears. The Tenant provided financial disclosure orally for the Board's consideration. The Tenant's income and expenses leaves him in a deficit each month of approximately \$300.00. The Tenant did not disagree with my findings. He stated he could have his brother move in with him as a roommate and he could give \$1,000.00. He testified his brother has guaranteed income from ODSP but did not provide how much his brother's monthly income was. He also mentioned he was trying to help his brother find work.
16. In light of the above considerations, I find that the proposed payment plan is not realistic, and it appears the Tenant is unable to pay the arrears off within a reasonable amount of time. The arrears are significant and have caused the Landlord financial hardship.
17. If the tenancy were terminated, the Tenant requested 1-2 months to find alternative housing. The Tenant had not looked for alternative housing as of the hearing date,

although being aware of the possible outcome of the hearing since July 18, 2023, when the Notice of Hearing was deemed served by the Board. The Tenant has one child that visits him.

18. The Landlords hold a last month rent deposit. Extending the termination date for one month will not increase the arrears and would not further prejudice the Landlords.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$15,386.00 if the payment is made on or before January 9, 2024. 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 January 9, 2024 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 January 9, 2024**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$10,926.59. 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 Landlords 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 Landlords compensation of \$55.56 per day for the use of the unit starting November 21, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before December 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 25, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 9, 2024, then starting January 10, 2024, the Landlords 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 Landlords on or after January 10, 2024.

December 13, 2023

Date Issued

Elena Jacob

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 July 10, 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 January 3, 2024

Rent Owing To January 9, 2024	\$15,200.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlords owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Tenant must pay to continue the tenancy	\$15,386.00

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

Rent Owing To Hearing Date	\$12,431.16
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$40.57
Less the amount the Landlords owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total amount owing to the Landlords	\$10,926.59
Plus daily compensation owing for each day of occupation starting November 21, 2023	\$55.56 (per day)

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