



**Order under Section 21.2 of the
Statutory Powers Procedure Act and the
Residential Tenancies Act, 2006**

Citation: Slobodscoy v Tadesse, 2023 ONLTB 42106

Date: 2023-11-09

File Number: LTB-L-060257-22-RV

In the matter of: Room A, 1108, 120 PARLIAMENT ST
TORONTO ON M5A0N6

Between: Nir Slobodscoy Landlord

And

Yechie Tadesse Tenant

Review Order

Nir Slobodscoy (the 'Landlord') applied for an order to terminate the tenancy and evict Yechie Tadesse (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-060257-22 issued on August 10, 2023.

On September 8, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that the order contains a serious error.

On September 12, 2023, interim order LTB-L-060257-22-RV-IN was issued, staying the order issued on August 10, 2023.

This application was heard in by videoconference on October 31, 2023. The Tenant, the Landlord and the Landlord's Legal Representative, E. Vasilieva, attended the hearing.

Determinations:

1. The Tenant abandoned the portion of the request relating to maintenance issues and allegations of illegal entry.
2. The parties agree that on November 2, 2022, the Tenant paid the monthly rent but was not credited for the payment in order LTB-L-060257-22.
3. Based on the submissions made in the request, I am satisfied that there is a serious error in the order. As a result, the order will be varied to reflect the accurate amount owed by the Tenant.
4. The Tenant vacated the rental unit on December 4, 2022. The Tenant was in possession of the rental unit on the date the application was filed.



5. The lawful monthly rent was \$1,200.00.
6. The parties agree that the Tenant did not pay the monthly rent for September 2022 and October 2022 (\$2,400.00).
7. Based on the Monthly rent, the daily rent/compensation is \$39.45. This amount is calculated as follows: \$1,200.00 x 12, divided by 365 days. From December 1, 2022 to December 4, 2022, the Tenant owes \$157.80.
8. Therefore, the total amount outstanding to December 4, 2022, inclusive of rent arrears \$2,557.80 and costs, \$186.00, is \$2,743.80.
9. Paragraph 2 of order LTB-L-060257-22 will be varied to show the Tenant is required to pay to the Landlord, \$2,743.80 and not \$4,986.00.

It is ordered that:

1. The request to review order LTB-L-060257-22 issued on August 10, 2023 is varied in part, as follows:
 - a. The Tenant shall pay to the Landlord \$2,743.80. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application.
 - b. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2024 at 7.00% annually on the balance outstanding.
2. All other aspects of the other remain the same.
3. The interim order issued on September 12, 2023, is cancelled, and replaced with this order. The stay of order LTB-L-060257-22 is lifted immediately.

November 9, 2023
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.