



Order under Section 69 Residential Tenancies Act, 2006

Citation: Parichkov v Ajibola, 2023 ONLTB 70881

Date: 2023-10-31

File Number: LTB-L-026823-23

In the matter of: Basement, 6 TIMBERCOVE RD
BRAMPTON ON L6Y0W9

Between: Simeon Parichkov
Mariya Parichkova

Landlords

And

Gbenga Ajibola

Tenant

Simeon Parichkov and Mariya Parichkova (the 'Landlords') applied for an order to terminate the tenancy and evict Gbenga Ajibola (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 9, 2023 and October 11, 2023.

The Landlord, Simeon Parichkov, the Landlords' representative, Vivekkumar K. Thapliyal and the Tenant attended the hearing.

Preliminary Issues:

1. The matter was adjourned on May 9, 2023 due to scheduling overflow. An interim order LTB-L-026823-IN dated August 15, 2023 was issued requiring the Tenant to pay rent to the Landlord until the matter was heard.
2. The Tenant did not comply with interim order LTB-L-026823-IN dated and issued August 15, 2023 requiring the Tenant to pay rent to the Landlord until the matter was heard.
3. The Landlord's representative also confirmed that none of the aforementioned payments were made to the Landlord.
4. Interim order LTB-L-026823-IN dated August 15, 2023 states that the Board could refuse to consider the Tenant's evidence and submissions if the Tenant did not make the aforementioned payments pursuant to Rule 19.7.

Determinations:

1. The Landlords 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 \$1,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: \$1,650.00 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 October 31, 2023 are \$18,450.00. The Tenant did not dispute the arrears.
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 \$65.68 is owing to the Tenant for the period from September 1, 2021 to October 11, 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'), and find that it would not be unfair to postpone the eviction until November 30, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's representative testified that they attempted to communicate with the Tenant regarding a repayment plan in December 2022. The parties have participated in LTB settlement conferences as recent as May 25, 2023 in attempts to resolve the arrears owing to the Landlord. I am satisfied the Landlord met their obligation to attempt to negotiate a repayment plan with the Tenant.
12. The Landlord sought an eviction order based on the amount of arrears that the Tenant owes. The arrears were described as substantial with no payments made by the Tenant since the application was filed.
13. The Tenant wants to preserve their tenancy and avoid eviction. The Tenant testified that everything was okay until he had a car accident on December 25, 2021. His rent payments became late at that time as he was not working.
14. The Tenant requested a repayment plan in which he could pay \$5,000.00 in November 2023, December 2023 and January 2024. He testified that he started the process of selling land in his home country of Nigeria and when it sells he could pay the Landlord the arrears. He confirmed that there is no guarantee of the property selling and that he just started the process of selling the land a week prior to the hearing. The Tenant could not provide a definite amount of time it would take to find a new place should eviction be granted.

15. I find it would be unfair to grant the undetermined amount of time based the Tenant's amount of time to find a new place. The Tenant's limited income and unsubstantiated income from the sale of property in a foreign country suggest there is not viable way for the Tenant to pay the rent or the arrears in a reasonable amount of time. There are substantial rent arrears owing with no realistic plan for how to pay it back. Therefore, I find there is no realistic way to impose a payment plan since there is no evidence supporting how any repayment plan could be satisfied and based on the fact that the Tenant did not comply with the interim order issued August 15, 2023.
16. I do however find that delay to November 30, 2023 is fair in the circumstances, as the Tenant indicated that he could make a payment toward the arrears by this date. This will also provide enough time so the Tenant can arrange their affairs and move or pay off the arrears and void the eviction order if they are able.

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:**
 - \$18,636.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.

OR

 - \$20,286.00 if the payment is made on or before November 30, 2023. 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 November 30, 2023 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 November 30, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$15,867.07. 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 \$54.25 per day for the use of the unit starting October 12, 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 November 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 12, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 30, 2023, then starting December 1, 2023, 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 December 1, 2023.

October 31, 2023
Date Issued

Camille Clyne
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 June 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 October 31, 2023

Rent Owing To October 31, 2023	\$18,450.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$18,636.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2023

Rent Owing To November 30, 2023	\$20,100.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$0.00
Total the Tenant must pay to continue the tenancy	\$20,286.00

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

Rent Owing To Hearing Date	\$17,396.75
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords 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	- \$65.68
Total amount owing to the Landlords	\$15,867.07
Plus daily compensation owing for each day of occupation starting October 12, 2023	\$54.25 (per day)