



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Kouziaeva v Bodak, 2023 ONLTB 49641

**Date:** 2023-07-14

**File Number:** LTB-L-000060-23

**In the matter of:** 2110-4011 Brickstone Mews  
Mississauga, ON L5B 0J7

**Between:** Maria Kouziaeva  
Landlord

**And**

Angel Macintyre Bodak

Tenant

Maria Kouziaeva (the 'Landlord') applied for an order to terminate the tenancy and evict Angel Macintyre Bodak (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 6, 2023.

The Landlord, the Landlord's Legal Representative Elina Vasilieva and the Tenant attended the hearing. The Tenant met with Tenant Duty Counsel prior to the hearing.

### **Determinations:**

#### *Adjournment Request*

1. The Tenant requested an adjournment as the Tenant had filed a T2 application and the Tenant had thought that her application would have been heard prior to the Landlord's application. Further, the Tenant submitted that she had never received a Notice of Hearing until she received a copy from the Landlord's Legal Representative the week prior.
2. The Landlord's Legal Representative submitted that the Tenant was aware of the hearing and had ample time to contact her to discuss a possible adjournment. As well, the Landlord's Legal Representative submitted that the Tenant's T2 application had been scheduled for a hearing in December 2022 however, the hearing had been adjourned to August 2023 to permit the Tenant time to amend her application.
3. The adjournment was denied as the Notice of Hearing had been mailed to the Tenant by the Board on March 31, 2023 and I was satisfied that the Tenant had sufficient time to upload and serve documents she wished to rely upon well in advance of the hearing, or at the very least, could have contacted the Landlord's Legal Representative to discuss a possible adjournment prior to the hearing.

*Landlord's Application*

4. The Landlord 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$2,439.50. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$80.20. This amount is calculated as follows: \$2,439.50 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to June 30, 2023 are \$19,278.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,380.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$141.40 is owing to the Tenant for the period from June 1, 2019 to June 6, 2023.

*Section 83 Considerations*

13. The Tenant testified that she acknowledged the arrears but believes the Landlord owes her for the allegations as set out in her T2 application. The Tenant did not offer a payment plan but testified that she wanted to stay in the unit. The Tenant requested until the first week of July to re-pay the arrears however, due to the issuance of this order, the Tenant will be given until July 25, 2023 to either void the order or to repay the arrears.
14. 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 July 25, 2023 pursuant to subsection 83(1)(b) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord 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 Landlord:**
  - \$21,903.50 if the payment is made on or before July 25, 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 July 25, 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 July 25, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,984.30. 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 Landlord 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 Landlord compensation of \$80.20 per day for the use of the unit starting June 7, 2023 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 25, 2023, the Tenant will start to owe interest. This will be simple interest calculated from July 26, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 25, 2023, then starting July 26, 2023, 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 July 26, 2023.

**July 14, 2023**

**Date Issued**

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Jagger Benham

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 January 26, 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 July 25, 2023**

Rent Owing To July 31, 2023	\$21,717.50
Application Filing Fee	\$186.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,903.50</b>

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

Rent Owing To Hearing Date	\$17,319.70
Application Filing Fee	\$186.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,380.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$141.40
<b>Total amount owing to the Landlord</b>	<b>\$14,984.30</b>
Plus daily compensation owing for each day of occupation starting June 7, 2023	\$80.20 (per day)