



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

Citation: Pejko v Bikaunieks, 2023 ONLTB 37061

Date: 2023-05-17 **File Number:**

LTB-L-028666-22-RV

In the matter of: 2105, 2230 LAKE SHORE BLVD W ETOBICOKE
ON M8V0B2

Between: Nataliya Pejko Landlord
Roman Pejko

And

Ailie Bikaunieks Tenant

Review Order

Nataliya Pejko and Roman Pejko (the 'Landlord') applied for an order to terminate the tenancy and evict Ailie Bikaunieks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-028666-22 issued on January 18, 2023.

On February 21, 2023, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

February 28, 2023 interim order LTB-L-028666-22-RV-IN was issued, staying the order issued on January 18, 2023.

This application was heard in by videoconference on May 4, 2023.

The Landlords and the Tenant attended the hearing.

Determinations:

Review:

1. The Tenant testified she did not receive the Notice of Hearing for the proceedings held on January 4, 2023, because she vacated the rental unit on May 25, 2022.



2. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding because she did not receive the Notice of Hearing. The address for the Tenant on L1 application identified the rental unit and included the Tenant's email address. The Board mailed the Notice to the rental unit, and it did not get returned by Canada Post as undelivered therefore the Board unaware of the

out of
changed address did not send the Notice to the Tenant by email. The Landlords did not email the Notice or communicate with the Tenant about the hearing, and despite having the Tenant's email address, they also did not disclose the L1/L9 update sheet in accordance with the Board's Rules of Procedure. Therefore, the Tenant did not become aware of the hearing by another method.

3. The Tenant first became aware of the hearing when the Board emailed the Order to her on January 18, 2023.
4. I find the Tenant was not able to reasonably participate in the hearing on January 4, 2023. The review of Order LTB-028666-22 issued on January 18, 2023, is cancelled and the application is heard de novo.

Preliminary Issue:

5. The Tenant wanted to raise her own issues but did not comply with section 82(2)(1) of the Act, therefore they were not considered. Since the Tenant did not give advance notice to the Landlord of her intent to raise her own issues at the hearing, the Tenant may file her own application within one year from the date that she vacated the unit.

L1 Application:

6. 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.
7. The Tenant was in possession of the rental unit on the date the application was filed.
8. The Tenant vacated the rental unit on May 25, 2022. Rent arrears are calculated up to the date the Tenant vacated the unit.
9. The lawful rent is \$2100.00. It was due on the 1st day of each month.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to May 25, 2022 are \$5,526.00.



12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,100.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
14. Interest on the rent deposit, in the amount of \$14.64 is owing to the Tenant for the period from October 26, 2020 to May 25, 2022.

It is ordered that:

1. The request to review order LTB-L-028666-22 issued on January 18, 2023 is granted.
2. Order LTB-L-028666-22 issued on January 18, 2023 is cancelled and replaced as follows:
3. The tenancy between the Landlord and the Tenant is terminated as of May 25, 2022, the date the Tenant moved out of the rental unit
4. The Tenant shall pay to the Landlord \$3,597.36. 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. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 29, 2023 at 6.00% annually on the balance outstanding.

May 17, 2023

Date Issued

Sandra Macchione

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..



**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$5,526.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord 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	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$14.64
Less the amount the Landlord 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 Landlord	\$3,597.36