



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

**Citation:** Roman Blankenstein Holdings Ltd v Vadym Iomtev, 2023 ONLTB 33807

**Date:** 2023-05-08

**File Number:** LTB-L-026902-22

**In the matter of:** 1509, 775 STEELES AVE W  
TORONTO ON M2R2S8

**Between:** Roman Blankenstein Holdings Ltd Landlord

**And**

Vadym Iomtev Tenant

Roman Blankenstein Holdings Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Vadym Iomtev (the 'Tenant') because the Tenant has been persistently late in paying the Tenant's rent. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 19, 2023. The Landlord's representative, Jeff Shabes, attended the hearing. As of 11:15 am, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Preliminary Issue:**

1. The Landlord's representative submitted that the business name of the Landlord changed from RAB Properties Ltd to Roman Blankenstein Holdings Ltd. The representative requested that the Landlord's application be amended to reflect this name change.
2. I consented to this application amendment pursuant to s. 200(1) of the *Residential Tenancies Act, 2006* (the "Act"), and in accordance with the Board's Rule of Procedure 15.4.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the Tenant has been granted relief from eviction on condition that the Tenant pays his rent in full and on time for the period from June 1, 2023 to May 1, 2024.
2. On May 9, 2022, the Landlord served the Tenant an N8 notice of termination with a date of termination of July 31, 2022. The notice of termination alleges that the Tenant paid the rent  
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late 18 times over the 18-month period of December 1, 2020 to May 1, 2022. I am satisfied that this N8 was properly served and complies with s. 58(2) of the Act.

3. The Landlord filed an L2 application with the Board on May 12, 2022. I am satisfied that this application complies with s. 69(1) of the Act. The Tenant was in possession of the rental unit on the day of filing, and remains in possession of the rental unit as of the day of this hearing.
4. The rent is due on the first day of each month.
5. The Landlord's representative submitted that the Tenant paid the rent late for every month over the 18-month period from December 1, 2020 to May 1, 2022. The Landlord provided rent ledgers with the late rent payments.
6. Accordingly, I find that the Tenant has persistently failed to pay the rent on the date it was due. The rent was paid late 18 times in the 18-month period from December 1, 2020 to May 1, 2022.
7. After the notice was served, over the 11-month period of June 1, 2022 to the date of this hearing, the Landlord's representative submitted that the Tenant paid the rent late for 10 months, with the only on-time payment occurring on April 1, 2023. The Landlord provided rent ledgers with the late rent payments.
8. Accordingly, I find that the Tenant paid the rent late 10 times over the 11-month period of June 1, 2022 to the date of this hearing.

**Daily Compensation, Rent Deposit, and Costs**

9. The Tenant was required to pay the Landlord \$11,772.94 in daily compensation for use and occupation of the rental unit for the period from August 1, 2022 to April 19, 2023.
10. Based on the monthly rent, the daily compensation is \$44.93. This amount is calculated as follows: \$1,366.77 x 12, divided by 365 days.

11. Since the termination date in the notice of termination, the Tenant paid the Landlord \$12,300.93 in rent. Therefore, as of the day of the hearing, no daily compensation is owed to the Landlord.
12. The Landlord collected a rent deposit of \$1,337.35 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$19.47 is owing to the Tenant for the period from January 1, 2021 to April 19, 2023.
13. In accordance with subsection 106(10) of the Act, the last month's rent deposit shall be applied to the rent for the last month of the tenancy if the tenancy is terminated.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Relief from Eviction

15. The Landlord's representative submitted that the Landlord contacted the Tenant constantly regarding the late rent payments, but this communication did not alter the Tenant's persistently late payment of the monthly rent.

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16. The Landlord's representative was not aware of any circumstances that should be considered in a determination of whether to provide the Tenant with eviction relief, nor was the Tenant or the Tenant's representative present at the hearing to provide submissions with respect to the Tenant's relief from eviction.
17. The Landlord's representative submitted further that the Landlord would accept retaining the tenancy on condition that the Tenant pay the lawful monthly rent on the first day of each month, for the next 12 months, and that the Tenant pay for the Landlord's application filing fee.
18. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

#### **It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay the Landlord the lawful monthly rent on or before the first day of every month during the period of June 1, 2023 to May 1, 2024.

3. If the Tenant fails to comply with the payment conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord, on or before June 1, 2023, \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2023 at 6.00% annually on the balance outstanding.

**May 8, 2023**

**Date Issued**

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Frank Ebner

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.