



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

**Citation:** Theodorou v Panfyorov, 2023 ONLTB 31119

**Date:** 2023-04-17

**File Number:** LTB-L-000282-23

**In the matter of:** 802, 200 BURNHAMTHORPE RD E MISSISSAUGA  
ON L5A4L4

**Between:** Ana Sofia Theodorou Landlord

**And**

Svitlana Panfyorov Tenant

Ana Sofia Theodorou (the 'Landlord') applied for an order to terminate the tenancy and evict Svitlana Panfyorov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 3, 2023. The Landlord, the Landlord's legal representative, M. McKenzie, and the Tenant attended the hearing.

The Tenant was presented with the option to speak with Tenant Duty Counsel. Tenant Duty Counsel explained their services to the Tenant. The Tenant declined the opportunity to speak to Tenant Duty Counsel before the hearing.

### **Preliminary Issue:**

1. At the beginning of the Tenant's evidence, the Tenant requested that she have a trial before a Court. The Tenant was unable to explain why the Landlord and Tenant Board (the "Board") did not have jurisdiction to hear the application. The Tenant stated that the Court would be served with Federal documents and requested the Justice of the Peace and crown attorney's name and full court address. The Board's records do not show any Federal documents from the Tenant.
2. Absent any information regarding the Board's lack of jurisdiction to hear the application, the application proceeded.

**Determinations:**

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,150.00. It is due on the 6<sup>th</sup> day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$70.68. This amount is calculated as follows: \$2,150.00 x 12, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to April 5, 2023 are \$19,350.00.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,150.00 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.
11. Interest on the rent deposit, in the amount of \$52.31 is owing to the Tenant for the period from October 6, 2021 to April 3, 2023.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
13. Pursuant to section 83(6), I am required to consider whether the Landlord made attempts to negotiate a repayment agreement with the Tenant. The Landlord testified that she made numerous attempts to negotiate a payment plan. However, the Tenant was not receptive to entering a payment plan. I am satisfied that the Landlord attempted to negotiate a payment agreement with the Tenant.
14. With respect to section 83(2), the Landlord submitted that the tenancy cannot continue. The Landlord testified that she is unemployed, and she is under tremendous emotional stress from this tenancy. The Landlord also stated that the Tenant posted a false 'Notice of Lien' on the rental unit. The Tenant was asked about her circumstances for me to consider relief from eviction. The Tenant stated that she quit her job and she is unemployed.
15. In consideration of the foregoing, the prejudice to the Landlord in granting relief from eviction outweighs the prejudice to the Tenant. As such, relief will not be granted.

**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 or to the LTB in trust:**
  - \$21,686.00 if the payment is made on or before April 28, 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 April 28, 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 April 28, 2023**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,162.73. 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 \$70.68 per day for the use of the unit starting April 4, 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 April 28, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 29, 2023 at 6.00% annually on the balance outstanding.
8. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
9. If the unit is not vacated on or before April 28, 2023, then starting April 29, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 April 29, 2023.

**April 17, 2023**

**Date Issued**

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Camille Tancioco

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 October 29, 2023 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.

\*Note: When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

**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 April 28, 2023**

Rent Owing To May 5, 2023	\$21,500.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,686.00</b>

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

Rent Owing To Hearing Date	\$19,179.04
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,150.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$52.31
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$17,162.73</b>
Plus daily compensation owing for each day of occupation starting April 4, 2023	\$70.68 (per day)