



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

**Citation:** Oxford Properties Group v Bezgin, 2023 ONLTB 26400

**Date:** 2023-03-27

**File Number:** LTB-L-044652-22

**In the matter of:** 1201, 300 ANTIBES DR TORONTO  
ON M2R3N8

**Between:** Oxford Properties Group Landlord

**And**

Oleksandr Bezgin Tenant

Oxford Properties Group (the 'Landlord') applied for an order to terminate the tenancy and evict Oleksandr Bezgin (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 2, 2023.

The Landlord's representative, Martin Zarnett and the Tenant attended the hearing.

### **Determinations:**

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,714.82. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$56.38. This amount is calculated as follows:  $\$1,714.82 \times 12$ , divided by 365 days.
5. The Tenant has paid \$6,678.50 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2023 are \$9,739.32.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,673.00 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.
9. Interest on the rent deposit, in the amount of \$16.18 is owing to the Tenant for the period from January 1, 2022 to March 2, 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 April 30, 2023 pursuant to subsection 83(1)(b) of the Act.
11. The Landlord's representative testified that they attempted to negotiate the arrears with the Tenant with a settlement offer and most recently in October 2022, a payment plan agreement was reached between the parties. The Tenant was not able to repay the arrears and defaulted on the agreement. 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 with eviction postponed to April 15, 2023 based on the Tenant's circumstances. The arrears were described as substantial with a few good faith payments made by the Tenant since the application was filed.
13. The Tenant wants to preserve his tenancy and avoid eviction. This has been a long tenancy which started in 2007. The Tenant admitted he attempted to pay as much as possible toward the arrears. He would like to maintain the tenancy as his children were born while living at this rental unit and he knows that it would be difficult to find another rental unit. The Tenant asked for "at least 2.5 months" if he were to be evicted.
14. The Tenant proposed a payment plan where he would pay the monthly rent and an additional \$1,500.00 per week toward the arrears. The Landlord's representative opposed a payment plan as the Tenant had previously defaulted on previous payment plans with the Landlord.
15. The Tenant testified that he stopped paying the rent as he is a door and window installer and his employment decreased in the winter months which made things financially difficult for him. He currently is employed and his work will be increasing in the next 4-6 weeks. The Tenant could not substantiate his employment income as it fluctuates throughout the year. His wife is employed and her income is roughly \$2,000.00 per month.
16. There are substantial rent arrears owing and the Tenant was unable to offer a realistic plan for how to pay it back. The Tenant's limited and fluctuating income suggest there is not viable

way for the Tenant to pay the rent or the arrears in a reasonable amount of time. Therefore, I find it would be unfair to impose a lengthy delay and payment plan since there is no evidence supporting how any repayment plan could be satisfied.

17. I do however find that 30-day delay is fair in the circumstances, so the Tenant can arrange his affairs and move, or pay off the arrears and void the eviction order if he is able.

**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:**
  - \$9,925.32 if the payment is made on or before March 31, 2023. See Schedule 1 for the calculation of the amount owing.

**OR**

- \$11,640.14 if the payment is made on or before April 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 April 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 April 30, 2023**
  5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,634.08. 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 \$56.38 per day for the use of the unit starting March 3, 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 7, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 8, 2023 at 5.00% 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 30, 2023, then starting May 1, 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 May 1, 2023.

**March 27, 2023**

**Date Issued**

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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 November 1, 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.

**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 March 31, 2023**

|  |                   |
|--|-------------------|
| Rent Owing To March 31, 2023   | \$16,417.82       |
| 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 | - \$6,678.50      |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$9,925.32</b> |

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

|  |                    |
|--|--------------------|
| Rent Owing To April 30, 2023   | \$18,132.64        |
| 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 | - \$6,678.50       |
| <b>Total the Tenant must pay to continue the tenancy</b>                               | <b>\$11,640.14</b> |

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

|  |                      |
|--|----------------------|
| Rent Owing To Hearing Date   | \$14,815.76          |
| 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 | - \$6,678.50         |
| <b>Less</b> the amount of the last month's rent deposit                                | - \$1,673.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                | - \$16.18            |
| <b>Total amount owing to the Landlord</b>  | <b>\$6,634.08</b>    |
| Plus daily compensation owing for each day of occupation starting March 3, 2023        | \$56.38<br>(per day) |