



## **Order under Subsection 87(1) Residential Tenancies Act, 2006**

**Citation:** Lin v Vinokurova, 2023 ONLTB 14039

**Date:** 2023-01-09

**File Number:** LTB-L-004861-22

**In the matter of:** 91 THORNWAY AVE  
THORNHILL ON L4J 7Z4

**Between:** Carolina Lin Landlord

**And**

Ekaterina Vinokurova Tenant

Carolina Lin (the 'Landlord') applied for an order to have the Tenant pay the rent the Tenant owes, to terminate the tenancy and evict Ekaterina Vinokurova (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (L2 Application)
- the Tenant did not pay the rent that the Tenant owes (L1 Application)

This application was heard by videoconference on September 6, 2022.

Only the Landlord's representative Pui Sze (Cynthia) Cheung attended the hearing.

As of, 9:50 a.m. 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. On September 15, 2021, the Landlord gave the Tenant an N12 notice of termination with the termination date of November 30, 2021. The N12 notice indicated the Landlord requires the rental unit for their own residential use.
2. The Landlord submitted the Tenant moved out of the unit on July 20, 2022 and therefore the Landlord requested to withdraw the application (L2 Application).
3. In accordance with subsection 200(4) of the Act, I consent to the Landlord's request to withdraw the L2 application without prejudice.

### **Determinations:**

4. The Tenant vacated the rental unit on July 20, 2022. The Tenant was in possession of the rental unit on the date the application was filed.



5. The Landlord amended their application to an L9 application solely for arrears of rent and the filing fee. The Landlord was seeking the arrears outstanding to July 20, 2022.
6. The Tenant did not pay the total rent they were required to pay for the period from September 1, 2021 to July 20, 2022.
7. The lawful rent is \$2,650.00. It is due on the 1<sup>st</sup> day of each month.
8. The Tenant has made \$4,650.00 in payments since the application was filed.
9. The tenancy ended on July 20, 2022 as a result of the Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Tenant's obligation to pay rent also ended on that date.
10. The rent arrears and daily compensation owing to July 20, 2022 are \$23,835.45.
11. There is no rent being held on deposit.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$24,021.45. This amount includes rent arrears owing up to and the cost of the application.
2. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2023, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2023 at 5.00% annually on the balance outstanding.

**January 9, 2023**  
**Date Issued**

\_\_\_\_\_  
Greg Witt  
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.