



I hereby certify this is a true copy of an Order dated
SEP 7, 2023
Landlord and Tenant Board

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

Citation: Chiomny v Kus, 2023 ONLTB 60557

Date: 2023-09-07

File Number: LTB-L-028897-23

In the matter of: 1207 CAVALLO ST
STITTSVILLE ON K2S0Z4

Between: Alexander Chiomny and Elena Chiomny Landlord

And

Bohdan Kus and Adriana Kus (Slobodovska) Tenant

Alexander Chiomny and Elena Chiomny (the 'Landlord') applied for an order to terminate the tenancy and evict Bohdan Kus and Adriana Kus (slobodovska) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 28, 2023.

The Landlord Alexander Chiomny, the Landlord's Legal Representative Evgeny Aptekar and the Tenant Adriana Kus (Slobdovska) on her behalf and on behalf of her spouse, the Tenant Bohdan Kus, 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2023 are \$25,528.67. The Tenant does not dispute this amount.
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 \$2,000.00 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 \$74.55 is owing to the Tenant for the period from August 25, 2020 to August 28, 2023.
10. Pursuant to section 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), the Board is required to consider "all of the circumstances" to determine whether or not it would be unfair to refuse eviction, delay eviction or put in place some sort of conditional order.
11. The Tenant stated that she is in receipt of social assistance in the amount of \$2,650.00 per month and submits that she sent her savings and additional funds to family members in Ukraine.
12. The Tenant indicated that she has two children, ages 5 and 14 years old and that she and her husband are not employed, she lost her job in February and then her husband subsequently lost his. The Tenant stated that they are having a difficult time finding employment and are asking to stay in the rental unit until November as this additional time will assist in finding alternative housing.
13. The Landlord's Legal Representative requests a standard order as the Tenant has not paid any rent for months and has chosen to prioritize their money elsewhere instead of paying rent.
14. Given all of the evidence here I am not satisfied that it would be unfair to the Landlord to give the Tenant some additional time to move. However, I am not prepared to delay eviction until November, 2023 as the Tenant requests. I note that the Tenants have two children in the unit but given the quantum of arrears here, I am not prepared to grant a delay of more than the end of this month. As a result, the eviction will be delayed to September 30, 2023.
15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until September 30, 2023 pursuant to subsection 83(1)(b) of the Act.
16. This order contains all of the reasons within it and no further reasons will be issued.

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:**
 - \$27,714.67 if the payment is made on or before September 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 September 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 September 30, 2023.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$23,481.12. 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 \$65.75 per day for the use of the unit starting August 29, 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 September 18, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 19, 2023 at 6.00% annually on the balance outstanding.
8. If the unit is not vacated on or before September 30, 2023, then starting October 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 October 1, 2023.

September 7, 2023
Date Issued


Heather Chapple
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 April 1, 2024 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 September 30, 2023

Rent Owing To September 30, 2023	\$27,528.67
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 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 the Tenant must pay to continue the tenancy	\$27,714.67

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

Rent Owing To Hearing Date	\$25,369.67
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	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$74.55
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	\$23,481.12
Plus daily compensation owing for each day of occupation starting August 29, 2023	\$65.75 (per day)