



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Baiborodin v De Guzman, 2024 ONLTB 51307

**Date:** 2024-07-16

**File Number:** LTB-L-014934-24

**In the matter of:** 40 NINE MILE LANE  
RICHMOND HILL ON L4C5S6

**Between:** Andrei Baiborodin  
Lioudmila Tcherkhovskaia

**And**

Angel De Guzman

I hereby certify this is a  
true copy of an Order dated  
**Jul 16, 2024**  
Landlord and Tenant Board

Landlords

Tenant

Andrei Baiborodin and Lioudmila Tcherkhovskaia (the 'Landlords') applied for an order to terminate the tenancy and evict Angel De Guzman (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was mediated by videoconference on June 19, 2024.

The Landlords attended with Legal Representative, Evgeny Aptekar.

The Tenant was self-represented and spoke with Tenant Duty Counsel prior to the mediation.

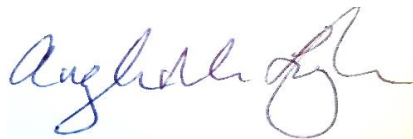
The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

### The parties agree to the following:

1. The parties agree to a final, non-voidable eviction order with an eviction date of July 31, 2024. The application is amended to include an L3 application based on the parties' agreement to terminate the tenancy. As a consequence, the Tenant does not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
2. The current monthly rent is \$4,300.00. It is due on the 16<sup>th</sup> day of each month.
3. The total amount the Tenant owes to the Landlords is \$28,261.00 including arrears of rent (\$28,075.00) and costs (\$186.00) up to July 15, 2024.
4. The Landlords waive the application filing fee.
5. The Landlords collected a last month's rent deposit of \$3,895.00 on May 1, 2023 and this deposit shall be applied to the rent for June 16, 2024 – July 15, 2024, the last month of the tenancy.

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlords and the Tenant is terminated and the Tenant must move out of the rental unit on or before July 31, 2024.
2. If the unit is not vacated on or before July 31, 2024, then starting August 1, 2024, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after August 1, 2024.
4. The Tenant shall pay the Landlords \$28,075.00 representing arrears of rent up to July 15, 2024.
5. If the Tenant does not pay the Landlords the full amount owing on or before July 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2024 at 7.00% annually on the balance outstanding.
6. On or before July 16, 2024, the Tenant shall pay the Landlords \$2,150.00 representing the rent for July 16 2024 – July 31, 2024.
7. If the Tenant does not vacate the rental unit on or before July 31, 2024, the Tenant shall also pay the Landlords compensation of \$141.37 per day starting August 1, 2024 and continuing until the date the Tenant vacates the rental unit.



**July 16, 2024**  
**Date Issued**

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Angela McLaughlin  
Hearings Officer, 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 February 1, 2025 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.