



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

File Number: LTB-L-028092-24

In the matter of: MAIN FLOOR UNIT, 192 SIMCOE ST
LONDON ON N6B1H9

Between: Damir Baizhiyenov

And

Caitlyn Eileen Benjamin
Karson William Tennant

I hereby certify this is a
true copy of an Order dated
AUG 26, 2024
Justin Leung
Landlord and Tenant Board

Landlord

Tenants

Damir Baizhiyenov (the 'Landlord') applied for an order to terminate the tenancy and evict Caitlyn Eileen Benjamin and Karson William Tennant (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on August 6, 2024.

The Landlord, Landlord's Legal Representative, Peter Balatidis, and the Tenants attended the hearing.

Preliminary Matter:

1. The 1st named Tenant Caitlyn Eileen Benjamin (CEB) stated that she should be removed from the tenancy, as she had vacated the rental unit due to domestic violence. She referred to police reports relating to such incidents. Subsequently, CEB testified that she had notified the Landlord she was vacating the unit to care for her mother in November 2023. Based on this conflicting evidence, and that an N15 notice had not been served by the Tenant, I cannot make determination that CEB vacated the unit due to domestic violence. In addition, the 2nd named Tenant Karson William Tennant does not consent to CEB being removed from the joint tenancy. As such, I find CEB would remain as part of this tenancy.
2. The Landlord's Legal Representative requested to amend the L1 application with the total rent owing changed from \$4,650.00 to \$5,050.00, until the end of April 2024. It was noted the amended L1 application had been provided to the Tenants. The Tenants did not object to this, and I granted the amendment.

Determinations:

1. The Landlord served the Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,850.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$60.82. This amount is calculated as follows: \$1,850.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2024 are \$12,450.00.
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 \$1,850.00 from the Tenants 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 \$44.86 is owing to the Tenants for the period from August 19, 2023 to August 6, 2024.
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 October 25, 2024 pursuant to subsection 83(1)(b) of the Act. The Tenant KWT had proposed a payment plan where, starting in September 2024, they would make a monthly payment of \$600.00, on the Friday of each month, towards rent arrears and also pay their monthly rent on time until the arrears are paid in full. This would be approximately a 21 month payment plan. KWT testified that they had been doing work as a car detailer and was going to start a new construction job soon. As such, they submit this payment plan would be feasible. It is noted that CEB did not support the payment plan. Based on this, I do not believe a payment plan is appropriate as KWT did not have additional information to clarify his monthly income. In addition, CEB was not supportive of the plan. It was noted that CEB had stated they would support a postponed eviction. Based on evidence provided, I find that a postponed eviction by 2 months to October 25, 2024 would be appropriate in these circumstances to provide the Tenants additional time to find new accommodations.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,636.00 if the payment is made on or before August 31, 2024. See Schedule 1 for the calculation of the amount owing.

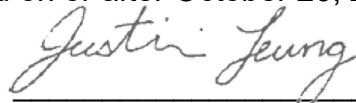
OR

 - \$14,486.00 if the payment is made on or before September 30, 2024. See Schedule 1 for the calculation of the amount owing.

OR

- \$16,336.00 if the payment is made on or before October 25, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after October 25, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before October 25, 2024.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$9,256.06. 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 Tenants shall also pay the Landlord compensation of \$60.82 per day for the use of the unit starting August 7, 2024 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before October 25, 2024, the Tenants will start to owe interest. This will be simple interest calculated from October 26, 2024 at 7.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before October 25, 2024, then starting October 26, 2024, 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 26, 2024.

August 26, 2024
Date Issued



Justin Leung
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 26, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before August 31, 2024

Rent Owing To August 31, 2024	\$12,450.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$12,636.00

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before September 30, 2024

Rent Owing To September 30, 2024	\$14,300.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$14,486.00

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before October 25, 2024

Rent Owing To October 31, 2024	\$16,150.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00

Total the Tenants must pay to continue the tenancy	\$16,336.00
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D. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$10,964.92
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,850.00
Less the amount of the interest on the last month's rent deposit	- \$44.86
Less the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total amount owing to the Landlord	\$9,256.06
Plus daily compensation owing for each day of occupation starting August 7, 2024	\$60.82 (per day)