



## Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096648-24

**In the matter of:** MAIN FLOOR & SECOND FLOOR, 75  
DURANGO DR  
BRAMPTON ON L6X5G9

**Between:** Riffat Shaikh  
Zaki Ahmed Masood

**And**

Zakelina Balazova  
Martin Fatak

I hereby certify this is a  
true copy of an Order dated

**Feb. 20, 2025**

Landlord and Tenant Board

Landlord

Tenant

Riffat Shaikh and Zaki Ahmed Masood (the 'Landlord') applied for an order to terminate the tenancy and evict Zakelina Balazova and Martin Fatak (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 12, 2025. The Landlord, Riffat Shaikh, the Landlord's Legal Representative, I. Gardner, and the Tenant attended the hearing.

### Preliminary Issue:

1. As soon as the Tenant stepped into the hearing room, she, Zakelina Balazova demanded an interpreter from Czech Republic because she does not speak English. The other Tenant, Martin Fatak made the same claim in their language.
2. The Landlord's Legal Representative, who has spoken with Zakelina Balazova in English before, informed the LTB that this is a pattern for the Tenant. He represented a Landlord in the past in an application with the Tenant where she attended the hearing, requested an interpreter, and disconnected from the hearing. He presented a copy of order LTB-L-052085-23 issued on December 13, 2023, in support of his statements.
3. The Landlord stated that she has communicated with Zakelina Balazova multiple times in person and in English, from the start of the tenancy without any issues. Contrary to the Tenant's claims that she uses a phone translator, that has never been the case during their communications.
4. Section 183 of the *Residential Tenancies Act, 2006* ('the Act') provides that the Board shall adopt the most expeditious method of determining the questions arising in a proceeding that

affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

5. This application was scheduled as an urgent hearing due to the Landlord's dire financial situation as described in their request to shorten the time to a hearing because the Tenant has allegedly failed to pay the rent.
6. The Notice of Hearing was sent to the Tenant on January 22, 2025 informing them about the hearing. Given their attendance at the scheduled time, the Tenant understood the purpose of the notice. The Tenant spoke English which we could understand, and apart from the times her husband told her to request an interpreter, understood the questions asked and responded accordingly. Each time she responded properly, her husband spoke to her in their language and she immediately requested an interpreter.
7. I am satisfied that while English may be the Tenant's second language, there was no language barrier as Zakelina Balazova understood the questions asked but mostly feigned ignorance. I found it fair to proceed with the hearing of the Landlord's application.

**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 \$4,000.00. It is due on the 3rd day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$131.51. This amount is calculated as follows: \$4,000.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,000.00 since the application was filed.
6. The rent arrears owing to March 2, 2025 are \$17,000.00.
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 \$3,000.00 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 \$33.49 is owing to the Tenant for the period from September 3, 2024 to February 12, 2025.

Relief from Eviction

10. The Tenant moved into the unit in September 2024, and apart from the payment for that month and the last month's rent deposit of \$3,000.00, made no other payments until January 2025 when the Ontario Disability Support Program made a total payment of \$3,000.00 on their behalf.

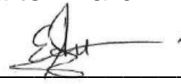
11. The Tenant receives income from the Ontario Disability Support Program and has two young children, 23 months, and five years old. Each time the Tenant was asked why they did not pay the rent despite income from the Ontario Disability Support Program, they requested an interpreter.
12. I have considered 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 March 12, 2025 pursuant to subsection 83(1)(b) of the Act. Additional time is given to the Tenant to either pay the outstanding amount or secure alternative accommodation.

**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:**
  - \$17,186.00 if the payment is made on or before March 2, 2025. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$21,186.00 if the payment is made on or before March 12, 2025. 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 March 12, 2025 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 March 12, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,467.61. 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 \$131.51 per day for the use of the unit starting February 13, 2025 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 March 12, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 13, 2025 at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 12, 2025, then starting March 13, 2025, 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 March 13, 2025.

**February 20, 2025**  
**Date Issued**

  
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Jitewa Edu  
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 September 13, 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 2, 2025**

Rent Owing To March 2, 2025	\$20,000.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$17,186.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 12, 2025**

Rent Owing To April 2, 2025	\$24,000.00
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$21,186.00</b>

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

Rent Owing To Hearing Date	\$17,315.10
Application Filing Fee	\$186.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$3,000.00
<b>Less</b> the amount of the last month's rent deposit	- \$3,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$33.49
<b>Total amount owing to the Landlord</b>	<b>\$11,467.61</b>
Plus daily compensation owing for each day of occupation starting February 13, 2025	\$131.51 (per day)