



Order under Section 69 Residential Tenancies Act, 2006

Citation: Tahir v Andreadis, 2025 ONLTB 22122

Date: 2025-03-20

File Number: LTB-L-099518-24

In the matter of: Unit 1 (Main floor), 249 HIGHLAND AVE
OSHAWA ON L1H6A7

Between: Daniyal Tahir

And

Maria Andreadis
Eric Cromwell

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

MAR 20, 2025

Sinipostolova

Landlord and Tenant Board

Landlord

Tenant

Daniyal Tahir (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Andreadis and Eric Cromwell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2025.

The Landlord and the Tenant Maria Andreadis attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,250.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$73.97. This amount is calculated as follows: \$2,250.00 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 March 31, 2025 are \$20,450.00.
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 \$2,250.00 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 \$112.19 is owing to the Tenant for the period from March 15, 2023 to March 12, 2025.
10. The Tenant, Maria Andreadis ('MA'), testified that she relied on the second-named Tenant, Eric Cromwell ('EC'), for rent payments. However, EC stopped paying rent in June 2024, and was removed from the rental unit by police on December 20, 2024. While MA has been seeking employment, she remains unemployed and now relies on her pension for income. As she lacks the financial means to repay the Landlord, the tenancy must be terminated. MA requested a three-month extension of the termination date.
11. During the hearing, it became evident that MA was experiencing severe mental and physical distress due to her abusive relationship with EC. Her family and friends are hesitant to assist her out of fear of retaliation from EC. MA has sought support from various agencies and has been searching for alternative accommodations but has not yet secured a new residence.
12. The Landlord testified that he is facing financial hardship due to significant rent arrears. He has been unable to cover expenses such as his vehicle payments and real estate license renewal. His family depends on his income, but he is struggling to keep up with his bills. The Landlord requested the shortest possible termination date.
13. Given MA's vulnerable situation and difficulty finding housing, I find that a postponement of the eviction is warranted. However, I also recognize the financial impact on the Landlord. Therefore, the postponement is limited to two months.
14. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until May 20, 2025 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$20,636.00 if the payment is made on or before March 31, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$22,886.00 if the payment is made on or before April 30, 2025. See Schedule 1 for the calculation of the amount owing.

OR

- \$25,136.00 if the payment is made on or before May 20, 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 May 20, 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 May 20, 2025.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$16,911.45. 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 \$73.97 per day for the use of the unit starting March 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 May 20, 2025, the Tenant will start to owe interest. This will be simple interest calculated from May 21, 2025 at 5.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 20, 2025, then starting May 21, 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 May 21, 2025.

March 20, 2025
Date Issued

Sinipostolova

Kate Sinipostolova
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 November 21, 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 31, 2025

Rent Owing To March 31, 2025	\$20,450.00
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	\$20,636.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2025

Rent Owing To April 30, 2025	\$22,700.00
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	\$22,886.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 20, 2025

Rent Owing To May 31, 2025	\$24,950.00
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	\$25,136.00
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D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$19,087.64
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	- \$2,250.00
Less the amount of the interest on the last month's rent deposit	- \$112.19
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	\$16,911.45
Plus daily compensation owing for each day of occupation starting March 13, 2025	\$73.97 (per day)