



I hereby certify this is a  
true copy of an Order dated  
**JULY 18, 2024**

Landlord and Tenant Board

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

**Citation:** Baizhiyenov v Miller, 2024 ONLTB 49451

**Date:** 2024-07-18

**File Number:** LTB-L-014158-24

**In the matter of:** UNIT 3 BASEMENT, 24 HERRICK AVE  
ST. CATHERINES ON L2P2S5

**Between:** Damir Baizhiyenov Landlord

**And**

Jacklyn Miller  
Joseph Steele Tenants

Raul Augusto Tobar applied for an order to terminate the tenancy and evict Jacklyn Miller and Joseph Steele (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 17, 2024.

The Landlord's legal representative, Peter Balatidis, the Landlord Damir Baizhiyenov, and the Tenant, Jacklyn Miller, attended the hearing.

**Determinations:**

1. The former landlord/owner of the rental unit served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 parties do not dispute that the former landlord, Raul Augusto Tobar, sold the rental unit to Damir Baizhiyenov in early May, 2024.
4. I find that the entitlement to collect rent from the Tenant is a covenant that runs with the land pursuant to s. 18 of the Residential Tenancies Act, 2006 (the 'Act') and that Damir Baizhiyenov assumed that entitlement when he purchased the property. Therefore, the application is amended to replace Raul Augusto Tober with Damir Baizhiyenov as the "Landlord". I note that the parties did not oppose the amendment.
5. The lawful rent is \$1,691.25. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$55.60. This amount is calculated as follows: \$1,691.25 x 12, divided by 365 days.
7. The Tenants have paid \$700.00 to the Landlord since the application was filed.

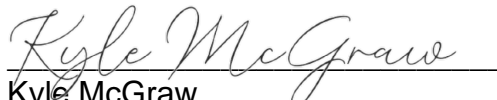
8. The Landlord also acknowledges a credit to the Tenants in the amount of \$750.00 which resolves all maintenance issues between the parties. The Tenants accepted the credit offered by the Landlord.
9. The rent arrears owing to June 30, 2024 are \$6,965.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,650.00 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.
12. Interest on the rent deposit, in the amount of \$70.86 is owing to the Tenants for the period from September 30, 2022 to June 17, 2024.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
14. The Tenants testified that they intend to vacate the rental property on June 30, 2024, and the Landlord was amenable to terminating the tenancy on that date however, given the date this order is issued, I find that a standard 11-day voidable eviction order is appropriate in the circumstances.

**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:**
  - \$8,842.25 if the payment is made on or before July 29, 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 July 29, 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 July 29, 2024**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,684.09. 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 Tenants. See Schedule 1 for the calculation of the amount owing.

6. The Tenants shall also pay the Landlord compensation of \$55.60 per day for the use of the unit starting June 18, 2024 until the date the Tenants moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before July 29, 2024, the Tenants will start to owe interest. This will be simple interest calculated from July 30, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 29, 2024, then starting July 30, 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 July 30, 2024.

**July 18, 2024**  
**Date Issued**

  
Kyle McGraw  
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 January 30, 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 July 29, 2024**

Rent Owing To July 31, 2024	\$10,106.25
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,450.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total the Tenants must pay to continue the tenancy</b>	<b>\$8,842.25</b>

**B. Amount the Tenants must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$7,668.95
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenants paid to the Landlord since the application was filed	- \$1,450.00
<b>Less</b> the amount the Tenants paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,650.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$70.86
<b>Less</b> the amount the Landlord owes the Tenants for an {abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenants is entitled to	- \$0.00
<b>Total amount owing to the Landlord</b>	<b>\$4,684.09</b>
Plus daily compensation owing for each day of occupation starting June 18, 2024	\$55.60 (per day)