



Order under Section 77(8) Residential Tenancies Act, 2006

Citation: BAIZHIYENOV v BOWMAN, 2025 ONLTB 37896

Date: 2025-05-21

File Number: LTB-L-019546-25-SA

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

Between: DAMIR BAIZHIYENOV

And

PAIGE BOWMAN

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

MAY 21, 2025

Landlord and Tenant Board

Landlord

Tenant

DAMIR BAIZHIYENOV (the 'Landlord') applied for an order to terminate the tenancy and evict PAIGE BOWMAN (the 'Tenant') because the Tenant entered into an agreement to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-019546-25, issued on March 18, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-019546-25.

The motion was heard by videoconference on May 12, 2025.

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

Determinations:

1. The Landlord and Tenant entered into an agreement to terminate the tenancy as of March 15, 2025. This was acknowledged by the Tenant.
2. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-019546-25.
3. The Tenant testified that she entered into the N11 Agreement to End the Tenancy as she suffered from an abusive relationship and she was advised by the police and social services she was in contact with that she should move so that her ex-boyfriend would no longer know where she lived.
4. The Tenant has changed her mind and wishes to stay in the rental unit for the time being as she started new employment that turned out to be fraudulent. This resulted not only in the Tenant not having the income she expected from this employment, but also losing any funds put in her bank account for several months as this fraudulent employer used her

banking information to steal these funds. The Tenant has now resolved this situation, but her only current income is \$830.00 per month she receives from Ontario Works.

5. The Tenant testifies that due to this issue she has not paid their rent since shortly after signing the N11 Agreement to End the Tenancy. The Tenant lives with an adult roommate, who is responsible for half of the rent, but the Tenant testified that her roommate has not given her any money to pay the rent since this issue occurred. Therefore, the Landlord has not received any payments in several months. The Tenant testified she is unsure if her roommate actually has the money they were supposed to be paying over the past several months to pay to the Landlord.
6. The Tenant submits it would not be unfair to continue the tenancy because of these circumstances. She is looking for employment and will be participating in a program on May 20, 2025 to assist her in finding employment.
7. The Landlord submits that the Tenant approached the Landlord and the Landlord entered into the N11 Agreement to End the Tenancy in good faith. The Tenant then shortly after entering into the agreement ceased to pay their rent. The Landlord submits that granting this motion would be unfair to the Landlord and would cause them financial hardship given the arrears are accumulating and the Tenant does not appear to be currently capable of paying their rent.
8. I find that it would be unfair to grant the Tenant's motion to set aside order LTB-L-019546-25. There was no dispute that the N11 Agreement to End the Tenancy was entered into by both parties in good faith. The Tenant's reasons for doing so, to move to an address unknown to her ex-boyfriend, have not changed. This is unlikely to be a long-term tenancy, as the Tenant would still wish to move if they felt they could afford to do so. What has changed is the Tenant's ability to secure an alternative rental unit due to the issues she encountered related to a fraudulent job.
9. These same issues have caused her to stop paying rent from shortly after she signed the agreement to the date of the hearing in their entirety, despite having a roommate who presumably continued to earn their normal income.
10. I find that in these circumstances where the Tenant has agreed to end the tenancy, has ceased to make any payments shortly thereafter for a period of months, and where the tenancy is unlikely to be a long-term tenancy even if the motion was granted, it would be unfair to the Landlord to set aside the ex-parte eviction order and force the Landlord to undergo a further process to terminate the tenancy pursuant to the rent arrears.
11. The stay of order LTB-L-019546-25 is lifted on July 1, 2025.
12. The Tenant submits that if I find it unfair to set aside the ex-parte eviction order, I should delay the lifting of the stay until September 1, 2025 to allow her an opportunity to gather sufficient funds and arrange logistics to move.
13. The Landlord submits that given the Tenant has not been making payments it would be inappropriate to delay lifting the stay as it would cause a financial hardship to the Landlord.
14. I find that a delay in lifting the stay to July 1, 2025 is appropriate in the circumstances. This delay is appropriate in order to allow time for the Tenant to access any available social

services programs to help secure alternative accommodation and also hopefully gain employment through the employment assistance programs she is pursuing.

15. I find that this delay is appropriate even though the Landlord has not received payments for several months. The Landlord did not testify and I had no evidence presented as to the actual financial hardship the Landlord submitted they would suffer by a delay in lifting the stay.
16. Even without evidence of financial hardship, I find that an extension beyond July 1, 2025 would be inappropriate and unfair to the Landlord in these circumstances given that the Tenant has not made payments to the Landlord in some time, and they agreed to terminate the tenancy on March 15, 2025.

It is ordered that:

1. The motion to set aside Order LTB-L-019546-25, issued on March 18, 2025, is denied.
2. The stay of Order LTB-L-019546-25, issued on March 18, 2025, is lifted on July 1, 2025.
3. Order LTB-L-019546-25 is unchanged.

May 21, 2025
Date Issued

Benjamin Seigel
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.