



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

File Number: LTB-L-082929-25

In the matter of: 304-99 Broadway Ave.
Toronto, ON M4P0E3

Between: Sentinel (Broadway) Holdings Inc. Landlord

And

Andrey Sukhov Tenant

Sentinel (Broadway) Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Andrey Sukhov (the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on December 16, 2025.

The Landlord's representative, Nicole Ruby, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

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 \$1,610.91. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.96. This amount is calculated as follows: \$1,610.91 x 12, divided by 365 days.
5. The Tenant has paid \$1,300.00 to the Landlord since the application was filed.
6. The uncontested rent arrears owing to December 31, 2025, are \$27,342.77.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
10. The Landlord's representative submitted that rent arrears began in June 2024. Acknowledging that the Tenant was experiencing challenges, including job loss and health issues, the Landlord worked with the Tenant for several months. Ms. Ruby testified that the Tenant advised the Landlord that the payment delays were temporary and that rent payments would be brought up to date. The Landlord entered into a payment plan; however, the Tenant did not adhere to the plan and has not paid rent in full and on time. The Landlord submitted that the Tenant does not have sufficient income to sustain the tenancy and, given the level of arrears, requested a standard 11-day eviction order.
11. The Tenant stated that he wished to maintain the tenancy and requested a payment plan. Mr. Sukhov testified that his monthly income is \$690.00, consisting solely of Ontario Works benefits, which he has received since September 2025. Based on the income disclosed, the Tenant does not have sufficient income to pay ongoing rent and was unable to propose a viable payment plan. He further testified that, due to health issues, he is unable to work full-time.
12. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy, I found that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the continuation of the tenancy and discussed a delayed termination date of January 31, 2026.

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:**
 - \$29,139.68 if the payment is made on or before January 31, 2026. 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 January 31, 2026 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 January 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$26,765.22. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$52.96 per day for the use of the unit starting December 17, 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, 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 February 1, 2026.

January 9, 2026

Date Issued

Ken Audziss

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 August 1, 2026, 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 January 31, 2026

Rent Owing to January 31, 2026	\$30,253.68
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Total the Tenant must pay to continue the tenancy	\$29,139.68

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing to Hearing Date, December 16, 2025	\$27,879.22
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,300.00
Total amount owing to the Landlord	\$26,765.22
Plus, daily compensation owing for each day of occupation starting December 17, 2025	\$52.96 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	