



Order under Section 30, 31, 57, and 69 Residential Tenancies Act, 2006

File Number: LTB-L-087961-23, LTB-T-019085-25, LTB-T-029495-25 & LTB-T-029555-25

In the matter of: main floor, 89 GAINSBOROUGH RD
TORONTO ON M4L3C3

Between: Viatcheslav Mukhortov Landlord
Tatiana Lomasko

And

Vivien De boerr Tenant
Adrienne De boerr

The capitalized words “Landlord” and “Tenant” refer to all parties identified as each at the top of the order.

Viatcheslav Mukhortov (the 'Landlord') applied for an order to terminate the tenancy and evict Vivien De boerr and Adrienne De boerr (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Tenant's request to review this order was granted in LTB-L-087961-23-RV-IN2, issued on June 24, 2024; the matter was ordered to be heard de-novo.

Adrienne de Boerr and Vivien de Boerr (the 'Tenant') applied for an order determining that Viatcheslav Mukhortov and Tatiana Lomasko (the 'Landlord'):

- gave a notice of termination in bad faith. (LTB-T-019085-25, T5 application)
- failed to meet the Landlord's maintenance obligations under the **Residential Tenancies Act, 2006** (the 'Act') or failed to comply with health, safety, housing, or maintenance standards. (LTB-T-019085-25, T6 application)
- entered the rental unit illegally. (LTB-T-029495-25, T2 application)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (LTB-T-029495-25 & LTB-T-029555-25, T2 applications)
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (LTB-T-029495-25 & LTB-T-029555-25, T2 applications)
- withheld or interfered with their vital services or care services and meals in a care home. (LTB-T-029495-25 & LTB-T-029555-25, T2 applications)
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys. (LTB-T-029555-25, T2 application)

The Landlord's de-novo application and the Tenant's applications were heard by videoconference on January 5, 2026.

Only the Landlord and the Landlord's Legal Representative Elina Vasilieva attended the hearing.

As of 9:24 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Tenant's applications

1. Since the Tenant did not attend the hearing to support their applications, I find that these applications have been abandoned.

Landlord's application

2. 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.
3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Tenant vacated the rental unit on July 4, 2024. Rent arrears are calculated up to the date the Tenant vacated the unit
5. The lawful rent is \$2,378.00. It was due on the 1st day of each month.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to July 4, 2024 are \$27,900.81.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy terminated.
10. Interest on the rent deposit, in the amount of \$195.88 is owing to the Tenant for the period from June 18, 2019 to July 4, 2024.

Costs

11. The Landlord's Legal Representative requested costs be ordered against the Tenant, payable to the Landlord in the amount of \$250.00 based on the Tenant not attending the hearing and not giving any advance notice of non-attendance. These matters were combined at the Adjudicative Case Conference on July 23, 2025, relative to LTB-T-

019085-25; both parties consented to the matters being heard together. T and the adjournment sheet dated November 14, 2024, indicated attendance was peremptory on the Tenant.

12. The Landlord Legal Representative's request for costs to be ordered based on the Tenant's non-attendance is granted. Guideline 3 sets out that if the party whom the costs are being ordered against, does not attend the hearing "without notifying the person affected with the intention to do so, provided that the failure to attend the hearing delayed the process unnecessarily or caused unnecessary expense to the other party".
13. The Landlord's application was filed on November 7, 2023, a review was granted, and the matter was to be heard de-novo with section 82 issues. The Tenant then filed their T5/6 application on March 5, 2025, and their T2 applications on April 8, 2025. The Tenant was aware that today's hearing was peremptory on them and that failure to attend could lead to costs being awarded against them.
14. For the above reasons, I find the requested amount of \$250.00 is more than reasonable to go towards any added expenses incurred by the Landlord for the matters being previously adjourned and the Tenant not attending the new hearing date.

It is ordered that:

1. The Tenant's applications LTB-T-019085-25, LTB-T-029495-25 and LTB-T-029555-25 are dismissed.
2. The tenancy between the Landlord and the Tenant is terminated as of July 4, 2024, the date the Tenant moved out of the rental unit.
3. The Tenant shall pay to the Landlord \$25,590.93. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord \$250.00 for costs awarded against them.
5. The total amount the Tenant owes the Landlord is \$25,840.93.
6. If the Tenant does not pay the Landlord the full amount owing, \$25,840.93, on or before January 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 24, 2026, at 4.00% annually on the balance outstanding.

January 12, 2026
Date Issued

Diane Wade
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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$27,900.81
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$195.88
Total amount owing to the Landlord	\$25,590.93