



Order under Section 69 Residential Tenancies Act, 2006

Citation: 2686502 Ontario Inc. v Veldhoen, 2026 ONLTB 3110

Date: 2026-01-13

File Number: LTB-L-083294-25

In the matter of: 2-2374 Bloor St. W.
Toronto, ON M6S1P5

Between: 2686502 Ontario Inc. Landlord

And

Richard Veldhoen Tenant
Alexandra Lomonako

2686502 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Richard Veldhoen and Alexandra Lomonako (collectively 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, Oleksandr Pichugin, the Landlord's agent, Javad Pazouki, and both named Tenants attended 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 \$2,980.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$97.97. This amount is calculated as follows: \$2,980.00 x 12, divided by 365 days.
5. The Tenant has paid \$14,900.00 to the Landlord since the application was filed.
6. The uncontested rent arrears owing to December 31, 2025, are \$0.00.

7. The Landlord is seeking an order requiring the Tenants to pay the filing fee of \$186.00. The Tenants disputed liability for the application filing fee, submitting that the arrears arose solely because of the Landlord's failure to provide the necessary payment information.
8. The Landlord's representative submitted that he sent a letter to the Tenants requesting payment of the outstanding arrears. I waived the disclosure requirements under Rule 19.1 of the Board's Rules of Procedure to permit the Landlord's representative to enter the letter into evidence. The letter, dated September 10, 2025, was sent by regular mail. The letter states:

"I am writing you this letter to remind that both of you, as joint Tenants, have a duty to pay rent. Divisional Court in the case Rosen v. Reed, 2023 ONSC 6482, in paragraph 17 said: "...The obligation to pay rent is a tenant's fundamental obligation..." but the Landlord is forced to send you the Notice to Terminate for non-payment of rent, because you failed to comply with your fundamental obligation. See attached formal Notice to Terminate. Please, pay, or move out as indicated in the Notice. If you fail to do either, be informed that I am authorized to proceed with the proper application."

9. While Mr. Pichugin's letter advises the Tenants of their obligation to pay rent, it does not request payment of the arrears by a specific date, propose or invite discussion of a repayment plan, or otherwise indicate a willingness by the Landlord to engage with the Tenants regarding payment arrangements. Nor does it invite the Tenants to contact the Landlord or the Landlord's representative to discuss how payment could be made.
10. The Tenants testified that they were unable to make their monthly rental payments because the Landlord refused to provide an address or other method by which rent could be paid. They further testified that once the Landlord provided an email address in November 2025, they paid the arrears in full and subsequently paid the rent for December 2025 in full and on time.
11. Subsections 204(2) of the *Residential Tenancies Act, 2006* (the "Act") provides that the Board may order a party to an application to pay the costs of another party.
12. Interpretation Guideline 3 sets out the Board's approach to ordering costs, including application filing fees. Generally, the application fee is ordered where the applicant is successful in obtaining the relief sought, or substantially all of that relief. However, as a general principle, a Member should not order costs in favour of a party whose conduct was not proper.
13. In this case, there was no dispute that the Tenants were aware of the monthly rent amount and when it was due. There was also no dispute that the Tenants requested information necessary to allow them to make payments, specifically an

email address, and that this information was not provided until early November 2025. Upon receiving the requested payment information, the Tenants made payments of \$5,950.00 on November 10, 2025, \$2,980.00 on November 18, 2025, and \$2,980.00 on December 1, 2025. As of the hearing date, all arrears had been paid, including rent for December 2025. The close timing between the Landlord providing the payment information and the Tenants' payments supports their claim that they were unable to make rent payments until the Landlord provided the requested information.

14. Given these circumstances, I decline to order payment of the Landlord's application filing fee.

It is ordered that:

1. The Landlord's application is dismissed.

January 13, 2026
Date Issued

Ken Audziss
Member, Landlord and Tenant Board

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