



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

**Citation:** Costov v Chavez Fragoso, 2026 ONLTB 3623

**Date:** 2026-01-13

**File Number:** LTB-L-067763-25

**In the matter of:** 907 VINE ST  
CAMBRIDGE ON N3H2Z7

**Between:** Evgheni Costov Landlord  
Priyanka Khimasia

**And**

Carlos Alberto Chavez Fragoso Tenants  
Clara Ximena Salinas Perez

Evgheni Costov and Priyanka Khimasia (the 'Landlord') applied for an order to terminate the tenancy and evict Carlos Alberto Chavez Fragoso and Clara Ximena Salinas Perez (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe. The order of the second tenant's name was amended to reflect the correct order.

This application was heard by videoconference on December 2, 2025.

The Landlord, the Landlord's legal representative, Elina Vasilieva, and the Tenants attended the hearing.

### **Determinations:**

#### **Preliminary Issue – Interim Order Compliance**

1. The Tenants did not comply with the interim order dated October 28, 2025 which required them to pay ongoing rent in order to preserve their right to raise issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). Accordingly, the section 82 issues were not heard.
2. The Landlord complied with the interim order and provided the Tenants with a copy of the tenancy agreement.

Preliminary Issue – N4 Substantial Compliance

3. The second tenant, Clara Ximena Salinas Perez noted that her name was out of order on the N4 (Ximena Perez Clara Salinas) and submitted this made the N4 defective. The other tenant's name was correct on the notice.
4. The N4 notice lists the rental period as August 1 to September 1. This is incorrect, the rental period is August 1 to August 31.
5. I am not satisfied that the incorrect order of first/last names or the slight error on the rental period caused confusion to the point of prejudicing the Tenants' ability to participate in the hearing. Accordingly, I find the N4 notice is substantially compliant with the Act pursuant to s.212 of the Act.

L1 Analysis

6. The Landlord 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.
7. As of the hearing date, the Tenants were still in possession of the rental unit.
8. The lawful rent is \$2,600.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$85.48. This amount is calculated as follows:  $\$2,600.00 \times 12$ , divided by 365 days.
10. The Tenants have not made any payments since the application was filed.
11. The rent arrears owing to December 31, 2025 are \$13,000.00.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$2,600.00 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.
14. Interest on the rent deposit, in the amount of \$40.25 is owing to the Tenants for the period from April 21, 2025 to December 2, 2025.
15. 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 Tenants, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenants state that they do not intend to pay the arrears or the ongoing rent and wish to end the tenancy.

**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:**
  - \$15,786.00 if the payment is made on or before January 24, 2026. 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 January 24, 2026 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 January 24, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$8,116.71. 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 \$85.48 per day for the use of the unit starting December 3, 2025 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before January 24, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 24, 2026, then starting January 25, 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 January 25, 2026.

**January 13, 2026**

**Date Issued**

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Dawn Carr

Member, Landlord and Tenants 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 July 25, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 24, 2026**

|                                                           |                    |
|-----------------------------------------------------------|--------------------|
| Rent Owing To January 31, 2026                            | \$15,600.00        |
| Application Filing Fee                                    | \$186.00           |
| <b>Total the Tenants must pay to continue the tenancy</b> | <b>\$15,786.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$10,570.96          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Less</b> the amount of the last month's rent deposit                                                             | - \$2,600.00         |
| <b>Less</b> the amount of the interest on the last month's rent deposit                                             | - \$40.25            |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$8,116.71</b>    |
| Plus daily compensation owing for each day of occupation starting December 3, 2025                                  | \$85.48<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |