



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103035-24

In the matter of: upper floor, 50 RAYSIDE DR
ETOBICOKE ON M9C1S8

Between: Natalia Zadorozhna Landlord

And

Vasyl Dovhoshyya Tenant

Natalia Zadorozhna (the 'Landlord') applied for an order to terminate the tenancy and evict Vasyl Dovhoshyya (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 22, 2025.

The Landlord, the Tenant's Legal Representative George Berger and the Tenant attended the hearing.

Procedural History:

1. This application was adjourned on March 31, 2025, by the Board as not reached.
2. On April 9, 2025, the Board issued an interim order requiring the Tenant to serve their section 82 issues on the Landlord/Board by April 18, 2025, and the interim order required the Tenant to pay the monthly rent on time until the matter is resolved or the LTB orders otherwise.
3. Paragraph 8 of the interim order states: *"If a party does not comply with the deadlines in paragraphs 4–6, the Member may refuse to accept the evidence and consider the issues not disclosed."* Additionally, paragraph 11 states: *"If the Tenant does not comply with the requirement to pay ongoing rent, the Member may refuse to accept or consider the Tenant's evidence and submissions."*

Preliminary Issue:

1. Upon review and inquiring with the parties, it appears the Tenant did not pay the monthly rent as required and filed their section 82 issues on October 16, 2025, despite the Board providing a deadline of April 18, 2025.

2. I find that when the Board issues an Interim Order, it must be followed and is not suggestive. It is important to note that deadline date were not arbitrarily imposed nor intended to be optional. The Tenant failed to meet the deadline, demonstrating disregard for the interim order and the procedural obligations necessary to move the matter forward.
3. The disclosure process ensures transparency and fairness, making it incumbent upon the Tenant to provide particulars well in advance of the hearing. By ignoring the instructions set out in the interim order and taking no steps to advance their application, the Tenant has not only delayed the resolution of this matter but also compromised the Landlord's right to prepare a proper defense. This lack of compliance and engagement with the process cannot be condoned.
4. The interim order was explicit regarding the consequences of non-compliance, yet the Tenant disregarded those instructions without explanation. Their conduct demonstrates a lack of engagement with the process and a failure to meet the obligations expected of a party seeking relief before the Board.
5. Pursuant to the Interim Order, the Tenant was not permitted to advance their section 82 issues, and I refused to accept or consider their evidence and submissions.
6. The application proceeded on the rent arrears only.

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on May 19, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,972.50. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 19, 2025, are \$26,491.80.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant provided no evidence or submissions to dispute the arrears sought by the Landlord.

9. The Landlord collected a rent deposit of \$2,500.00 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 \$182.91 is owing to the Tenant for the period from December 8, 2021 to May 19, 2025.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of May 19, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$23,994.89. 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.
3. If the Tenant does not pay the Landlord the full amount owing on or before February 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 2, 2026 at 4.00% annually on the balance outstanding.

January 21, 2026

Date Issued

Anthony Bruno

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	\$26,491.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$182.91
Total amount owing to the Landlord	\$23,994.89