



## **Order under Section 69 / 88.1 / 89 Residential Tenancies Act, 2006**

**Citation:** Siva v Ramboff Inc., 2026 ONLTB 13237

**Date:** 2026-02-09

**File Number:** LTB-L-100682-25

**In the matter of:** 101 HOLIDAY DR  
Toronto ON K0A3M0

**Between:** Nila Siva Landlord

**And**

Ramboff Inc. Tenants  
Tatiana Zamachnaia Slepukhin

Nila Siva (the 'Landlord') applied for an order to terminate the tenancy and evict Ramboff Inc. and Tatiana Zamachnaia Slepukhin (the 'Tenants') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 5, 2026. The Landlord attended the hearing. The Tenant, Represented by Julian Castillo Nunez, attended the hearing.

**Determinations:**

1. During the hearing, the Landlord sought to withdraw their application.

2. The Tenant's Representative made submissions seeking \$700.00 in party costs because the parties had been in the room since 9:00 a.m., and one hour of evidence was heard before the Landlord requested to withdraw her application.
3. The Landlord submits she should not have to pay costs stating that her application was not brought in bad faith and was not an abuse of process.
4. The Board's Interpretation Guidelines #3 provides guidance with respect to the situations in which the Board may award costs against a party. In reviewing the guidelines, I am not of the view that an award for party costs is reasonable in this circumstance. I am not persuaded, based on the Tenant's submissions, that the Landlord caused undue expense or delay or that her conduct was unreasonable.
5. The Landlord's request to withdraw the application was granted.

**It is ordered that:**

1. The Landlord's application is dismissed as withdrawn, and the file is closed.

**February 9, 2026**  
**Date Issued**

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Jane Dean  
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.