



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094600-25

In the matter of: 711, 1080 KINGSTON RD
SCARBOROUGH ON M1N1N5

Between: SKPM Rents 1 Landlord

And

POLINA PRIVIS Tenant

SKPM Rents 1 (the 'Landlord') applied for an order to terminate the tenancy and evict POLINA PRIVIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 4, 2026.

The Landlord's Legal Representative Sharon Harris and the Tenant Polina Privis attended the hearing.

Determinations:

The Tenant's request to reschedule the hearing

1. At the outset of the hearing the Tenant requested an adjournment because they had undergone a medical procedure the previous day and stated that they were highly medicated. I denied the request. Although the Tenant asserted they were medicated, I found that they were able to participate coherently, answer questions, and advance their position. I also offered procedural accommodations, including calling the matter earlier in the hearing block, to speak more slowly, and to repeat any information as necessary.
2. I also considered that a prior request to adjourn had already been denied by a Member of the Board with directions that the Tenant be prepared to proceed. The Landlord opposed any further delay. The arrears are substantial, in excess of \$13,000.00, and no payments have been made since the application was filed. In these circumstances, I was not satisfied that granting another adjournment would be fair or consistent with the Board's mandate to provide a fair and expeditious determination of the issues.

The Landlord's application for rent arrears

3. 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.

4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$2,722.37. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$89.50. This amount is calculated as follows: $\$2,722.37 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The rent arrears owing to February 28, 2026, are \$13,455.44. This was undisputed at the hearing.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,651.99 from the Tenant 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.
11. Interest on the rent deposit, in the amount of \$5.34 is owing to the Tenant for the period from January 1, 2026, to February 4, 2026.

Relief from eviction

12. The Tenant requested relief from eviction in the form of a payment plan. The Tenant testified that they are in financial difficulty, are receiving approximately \$1,113.00 per month in income, and are awaiting potential future funds from an HST refund and a personal injury settlement. However, no documentary evidence was provided to confirm that these funds are available or will be available within the time proposed.
13. The Tenant acknowledged that since the application was filed no payments have been made toward the ongoing rent or the arrears. Based on the income and expenses provided, the Tenant's monthly income is already significantly below the lawful rent, making the proposed repayment plan unrealistic. I therefore accept the Landlord's submission that this is not a viable tenancy.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, granting relief would unfairly require the Landlord to continue bearing substantial and increasing arrears with no reliable prospect of repayment.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,641.44 if the payment is made on or before February 24, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after February 24, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before February 24, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,619.74. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$89.50 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 25, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 24, 2026, then starting February 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 February 25, 2026.

February 13, 2026
Date Issued

Kyle Anderson
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 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 Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 24, 2026

Rent Owing To February 28, 2026	\$13,455.44
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,641.44

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$11,091.07
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,651.99
Less the amount of the interest on the last month's rent deposit	- \$5.34
Total amount owing to the Landlord	\$8,619.74
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$89.50 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	