



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106716-25

In the matter of: 309, 321 SHERBOURNE ST
TORONTO ON M5A2S4

Between: Hazelview Property Services Landlord

And

Oleksii Kipen Tenant
Svitlana Korniienko
Rostyslav Fadiev

Hazelview Property Services (the 'Landlord') applied for an order to terminate the tenancy and evict Oleksii Kipen, Svitlana Korniienko and Rostyslav Fadiev (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 Peter Lopez and the Tenant Oleksii Kipen attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

Preliminary issues

1. At the outset of the hearing the Tenant requested an adjournment, sought to raise maintenance issues pursuant to section 82 of the Residential Tenancies Act, 2006 (the Act), asked that this application be combined with a proposed T6 application, and attempted to rely on documentary evidence that had not been disclosed to either the Board or the Landlord before the hearing. The Tenant acknowledged that no prior notice of these requests had been given.
2. I denied the request to adjourn. The Notice of Hearing provided clear direction regarding the obligation to be prepared to proceed. The Tenant offered no satisfactory explanation for failing to raise these matters earlier or to seek an adjournment in advance. The Landlord was prepared to proceed, and the arrears are significant. In my view, granting an adjournment in these circumstances would have caused unnecessary delay and prejudice to the Landlord.

3. I also denied the Tenant's request to raise section 82 issues or to combine a T6 application with the Landlord's L1 application. No prior notice was provided and no materials were served in accordance with the Board's Rules. Allowing the issues to proceed would have been procedurally unfair to the Landlord, who had no opportunity to review or respond to these requests before the hearing.
4. For similar reasons, I refused to admit the Tenant's previously undisclosed documentary evidence. The Tenant provided no persuasive reason why the documents could not have been disclosed before the hearing.

The Landlord's application for rent arrears

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$2,278.76. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$74.92. This amount is calculated as follows: $\$2,278.76 \times 12$, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to February 28, 2026, are \$9,058.22. This was undisputed at the hearing.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$2,278.79 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.
13. Interest on the rent deposit, in the amount of \$4.59 is owing to the Tenant for the period from January 1, 2026 to February 4, 2026.

Relief from eviction

14. The Tenant requested relief from eviction stating that their funds had been sent overseas, that money might be available through a line of credit, and that time was needed to secure another apartment. The Tenant also stated that rent was withheld because of alleged maintenance concerns.
15. The difficulty with the Tenant's request is that no payments have been made since the Landlord filed the application in December 2025. The arrears to February 28, 2026 are \$9,058.22. The Tenant did not propose any plan to pay the arrears and confirmed there are presently no funds available. I am therefore not satisfied that the arrears will be addressed within a reasonable time.

16. 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. While I acknowledge the Tenant's personal circumstances, the Landlord has gone without rent for a substantial period and the arrears continue to accumulate. To grant further delay in the absence of any commitment or demonstrated ability to pay would unfairly prejudice the Landlord.

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:**
 - \$9,244.22 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,522.98 if the payment is made on or before March 1, 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 March 1, 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 March 1, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,981.76. 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 \$74.92 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 March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 1, 2026, then starting March 2, 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 March 2, 2026.

February 18, 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 September 2, 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 28, 2026

Rent Owing To February 28, 2026	\$9,058.22
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,244.22

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 1, 2026

Rent Owing To March 31, 2026	\$11,336.98
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,522.98

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

Rent Owing To Hearing Date	\$7,079.14
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,278.79
Less the amount of the interest on the last month's rent deposit	- \$4.59
Total amount owing to the Landlord	\$4,981.76
Plus daily compensation owing for each day of occupation starting February 5, 2026	\$74.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	