



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

File Number: LTB-L-098982-25

In the matter of: 105, 3370 HAVENWOOD DR
MISSISSAUGA ON L4X2M4

Between: Mantler Management Ltd Landlord

And

Alexei Tov Tenant
Irina Tov

Mantler Management Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Alexei Tov and Irina Tov (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 3, 2026.

The Landlord's legal representative Bill Burd, and a Landlord agent, Dion Bowman attended the hearing. Tenant Duty Council Kenia Afolabi attended on behalf of the Tenant to make preliminary submissions, and both Tenants attended the hearing.

Preliminary:

1. Tenant Duty Council request adjournment
2. Tenant Duty Council stated she was partially retained by the Tenants to make a submission to request to adjourn the hearing.
3. Tenant Duty Council submits that upon receiving the notice of hearing the Tenants attended the legal clinic to seek legal advice on the file.
4. Tenant Duty Council stated that at that time the clinic was able to apply for financial assistance for the Tenant however at the time of the hearing the amount the Tenants would be receiving was not finalized. Tenant Duty Council stated the financial assistance would likely be available at the end of March 2026.

5. Tenant Duty Council stated the Tenants were seeking an adjournment until after March 31, 2026 to allow the financing to be received and allow the Tenants to pay the arrears and preserve the tenancy.
6. Based on Tenant Duty Council's submissions the Landlord objected to the adjournment request however the Landlord agent stated the Landlord was amenable to standard extended order of eviction until March 31, 2026 to allow time for the Tenant to receive financial assistance.

Analysis

7. Based on the submissions from Tenant Duty Council I am not satisfied that an adjournment is the most expeditious means to address the arrears owed.
8. If the Tenant is seeking more time to allow financial assistance to be granted the Tenant may seek this extension from the Board under section 83 of the *Residential Tenancies Act*, 2006 (the "Act").
9. Although I find the Tenant responded reasonably and in a timely manner to seek legal advice, in my view adjourning only to have the parties come back is not the most expeditious means to address the application.
10. Given the above the Tenant's request is denied.

Determinations:

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$1,402.40. It is due on the day day of each month.
14. Based on the Monthly rent, the daily rent/compensation is \$46.11. This amount is calculated as follows: \$1,402.40 x 12, divided by 365 days.
15. The Tenant has paid \$1,505.51 to the Landlord since the application was filed.
16. The rent arrears owing to February 28, 2026 are \$6,335.41.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

18. The Landlord collected a rent deposit of \$1,396.43 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.
19. The Landlord agent stated the Landlord held off in filing the application for arrears in the hopes the Tenant could make good faith payments to lower the arrears, however the Tenant has made one payment since filing the application and the arrears have grown substantially.
20. The position of the Tenant is they sought legal advice after receiving the notice of hearing. The Tenants attended a legal aid clinic and the Tenant Duty Council helped them apply for financial aid and apply for spousal benefits to help with their monthly income.
21. At the time of the hearing the Tenants had submitted the paperwork but require time for the paperwork to be approved. Tenant Duty Council stated the expected turnaround for the funding was the end of March 2026.
22. The Tenants are elderly and have no friends or family to support them should they be evicted. The Tenants have a daughter who lives in Vancouver.
23. The Tenant Irina had suffered a stroke in the spring of which led to the beginning of the arrears being incurred.
24. Tenant Duty Council stated the Tenants would be homeless or in a shelter.
25. The parties attempted to negotiate a delayed order for eviction based on the Landlord and the Tenant's submissions.
26. The Landlord agent stated that the Landlord would be willing to extend the eviction date to April 15, 2026.
27. The Tenants acknowledge the quantum of the arrears owing but maintain they just need time for the financial assistance to be provided so they can pay the arrears in full and preserve the tenancy.
28. The Tenants counter offered by requesting the Board issue a payment plan where the Tenant would comply to pay rent for March 2026, April 2026 and May 2026 with the full balance of the arrears owing on or before May 31, 2026.
29. The Landlord objected to the Tenant's request stating they had provided ample opportunity and time for the Tenant to get their affairs in order. The Landlord restated their request for a standard extended order for eviction to April 15, 2026.

Section 83 Analysis

30. Section 83 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Power of Board, eviction

83 (1) Upon an application for an order evicting a tenant, the Board may, despite any other provision of this Act or the tenancy agreement,

(a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to refuse; or

(b) order that the enforcement of the eviction order be postponed for a period of time. 2006, c. 17, s. 83 (1).

31. The termination of a tenancy is a remedy of last resort and relief should be granted where the tenancy can be saved without overly prejudicing a landlord's interests. In this case, based on the evidence and submissions before me I find the Tenant's request for a repayment plan with lawful rent to be paid is reasonable given the circumstances.
32. While I recognize the arrears are substantial, I also find it reasonable that in order to minimize the prejudice to the Landlord that the Tenant pay the lawful rent until such time that the Tenant receives the financial assistance.
33. While Tenant Duty Council submitted the expected date for the Tenant to receive the financing is sometime at the end of March 2026 I recognize that the Tenant's have no control over the expected timeline.
34. Given the Tenant's age and Irina's medical condition and the potential for the Tenants to end up homeless or in a shelter outweighs the delay afforded the Tenant to allow time for the financial assistance to be finalized.
35. I also considered the Tenant's request to pay lawful rent to reduce the prejudice to the Landlord and I find a payment plan under section 83 of the Act is reasonable given the circumstances.
36. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
37. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
38. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Tenant shall pay the Landlord the total amount of \$10,699.77 for arrears owing up to February 28, 2026 \$10,513.77 and costs (\$186.00).

3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:
 - a. On or before May 31, 2026 the Tenant shall pay the Landlord the total amount of \$10,699.77.
4. Commencing on March 1, 2026 and continuing for the duration of the outstanding arrears, the Tenant shall also pay to the Landlord new rent in full on or before the first business day of each month.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2025.

February 23, 2026
Date Issued

Greg Brocanier
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.