



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

File Number: LTB-L-105319-25

In the matter of: 123 FOREST RUN BLVD
VAUGHAN ON L4K5H2

Between: Marat (Mark) Lakernik Landlords
Inna Lakernik

And

Robert Jason Kopel Tenant

Marat (Mark) Lakernik and Inna Lakernik (the 'Landlords') applied for an order to terminate the tenancy and evict Robert Jason Kopel (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026. Only the Landlords' Legal Representative, Andrew McMaster, attended the hearing.

As of 1:36 p.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlords' evidence.

Determinations:

1. The Landlords 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. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,900.00. It is due on the 15th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$2,500.00 to the Landlords since the application was filed.
6. The rent arrears owing to February 14, 2026, are \$9,100.00.

7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlords collected a rent deposit of \$2,130.00 from the Tenant and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$356.28 is owing to the Tenant for the period from January 20, 2017, to February 10, 2026.

Relief from Eviction / Section 83 of the Act

10. The Landlords' Legal Representative requested a standard 11-day termination order. As the Tenant was not present to speak to their circumstances, the Landlords' Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlords' Legal Representative submitted that they were not aware of any such circumstances.
11. I considered whether the Landlord attempted to negotiate a repayment agreement with the Tenant pursuant to subsection 83(6) of the *Residential Tenancies Act, 2006* (the 'Act'). The Landlords' Legal Representative submitted that the Landlord had discussions with the Tenant in late 2025 regarding paying the arrears and the Landlords' Legal Representative sent the Tenant a letter regarding paying the arrears. The Tenant made promises to pay but did not follow through with his promises.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant did not attend the hearing to dispute the arrears claimed or to request additional time to pay. As such, the Tenant shall have the standard 11 days to void this order or move out.

It is ordered that:

1. The tenancy between the Landlords 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 Landlords or to the LTB in trust:**
 - \$12,186.00 if the payment is made on or before March 3, 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 3, 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 3, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlords \$6,473.90. 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 Landlords owe 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 Landlords compensation of \$95.34 per day for the use of the unit starting February 11, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 3, 2026, then starting March 4, 2026, the Landlords 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 Landlords on or after March 4, 2026.

February 20, 2026
Date Issued

Rachel Gibbons
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 4, 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 March 3, 2026

Rent Owing to March 14, 2026	\$14,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,500.00
Total the Tenant must pay to continue the tenancy	\$12,186.00

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

Rent Owing to Hearing Date	\$11,274.18
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlords since the application was filed	- \$2,500.00
Less the amount of the last month's rent deposit	- \$2,130.00
Less the amount of the interest on the last month's rent deposit	- \$356.28
Total amount owing to the Landlords	\$6,473.90
Plus, daily compensation owing for each day of occupation starting February 11, 2026	\$95.34 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	