



Order under Section 69 Residential Tenancies Act, 2006

Citation: CHAYKA v KOCHKINA, 2026 ONLTB 16801

Date: 2026-03-10

File Number: LTB-L-079824-25

In the matter of: 1703, 5 CONCORDE PL
NORTH YORK ON M3C3M8

Between: ZHANNA CHAYKA Landlords
OLEKSANDR VASYLENKO

And

IRINA KOCHKINA Tenant

ZHANNA CHAYKA and OLEKSANDR VASYLENKO (the 'Landlords') applied for an order to terminate the tenancy and evict IRINA KOCHKINA (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 19, 2026.

The Landlords, the Landlords' Legal Representative Eric Spalvieri and the Tenant attended the hearing. The Tenant declined the services of Duty Counsel.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 4, 2025, the Landlords gave the Tenant an N12 notice of termination with the termination date of November 30, 2025. The Landlords claim that they in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year.
4. The Landlords filed the required declaration, dated September 22, 2025.
5. The Tenant indicated at the hearing that she was planning to move out of the rental unit on March 3, 2026. She had advised the Landlords of her intention and there is no

disagreement that the Tenant's last month rent deposit was applied to the month of February 2026 in contemplation of the Tenant vacating on or by that date. As I understand it, the parties also agreed that no rent would be charged for the three days of the Tenant's occupancy in March 2026.

6. The Landlords confirmed that the Tenant has booked the use of the elevator in the building for her move out on March 3, 2026.
7. In other words, the parties had a mutual meeting of the minds regarding the termination of the tenancy and the date the Tenant would provide the Landlords with vacant possession.
8. At the hearing, the Tenant expressed a desire for additional time to move. She initially suggested 90 days. After some discussion she proposed April 30, 2026 and acknowledged that she would be responsible for paying the rent for that period. She also requested that the Landlord provide her with a reference letter. The Landlord considered the request and agreed to provide a general letter of reference.
9. The Landlords also offered that, should the Tenant choose to vacate the rental unit in April on a date earlier than April 30, 2026, and if the Tenant has paid the rent in full, they will reimburse her by e-transfer at the per diem rate for the remaining days of that month.

The issue of compensation

10. The Landlord's Legal Representative E.S. submits that the Landlords paid the requisite N12 compensation to the Tenant before the termination date, as required by sections 48.1 and 55.1 of the *Residential Tenancies Act, 2006* (the 'Act').
11. The Tenant claims that she never received the cheque. E.S. refutes this assertion.
12. The documentary evidence is that on September 22, 2025, the Landlords' law firm mailed a cheque to the rental unit. It was endorsed to the Tenant and drawn from the firm's trust account in an amount equal to one month's rent.
13. E.S. filed a Certificate of Service to prove service. His uncontested evidence is that the cheque was never returned as undeliverable and that the funds have not been deposited to date.
14. It is well established in law that if a tenant frustrates the landlord's attempts to pay the mandatory N12 compensation or if the tenant chooses not to accept the compensation offered, the failure to accept the funds does not necessarily mean that the landlord is non-compliant with their obligation to pay the compensation.
15. Pursuant to Rule 3 of the *LTB Rules of Procedure*, a failure of a tenant to accept compensation that has unmistakably or in all likelihood been given to them creates a deficiency that can be cured by the LTB granting an extension of time to reissue the compensation.
16. In this case, I determined it reasonable to give the Landlord a one-week extension of time until February 27, 2026 to pay the compensation, which the Tenant agreed may be sent by e-transfer as that is her desired method of delivery.
17. E.S. noted that they would need a few days to put a "stop payment" on the existing cheque (if it is not stale dated), to return the money to the Landlords and to have them e-transfer the funds to the Tenant.

Finalizing the termination and eviction date and the claim for additional compensation

18. During discussions to finalize the termination date, the Tenant was insistent that the Landlords accede to her demands to agree to a move out date she selects and to pay her additional funds of at least \$1,000.00 for moving costs. She did not feel that the statutory N12 compensation was sufficient because she had to find a new home at a time when market rent has increased significantly and because the whole process has been very stressful.
19. She also pivoted in her position and was adamant that she did not trust that the Landlords would move into the rental unit once she vacated. Instead, she believed that the Landlords would re-rent the unit at a substantial increase or sell the property. I explained to the Tenant that, if her concerns proved to have a legitimate basis, she would be entitled to bring a T5 application to the Board for a remedy.
20. The Tenant was unhappy with the result and demanded that I conduct a hearing on the merits because she now wanted to prove that the Landlords are acting in bad faith.
21. My review of the LTB record shows that the Tenant did not serve or file any disclosure relating to alleged bad faith conduct. I also considered that this application was filed in September 2025 and that the Board granted the Landlords' request for this expedited hearing. Based on the evidence and submissions before me, I declined to conduct a full merits hearing.
22. The Tenant had asserted she fully intended to vacate. The Landlords reasonably agreed (i) to an extended move out date, (ii) to provide the Tenant with a reference letter, (iii) to not charge her rent for the month of March 2026 if she vacated on March 3, 2026, and (iv) to reimburse her for any rent pre-paid for April if she vacated earlier than April 30, 2026.
23. I was satisfied that the Landlords have met the requirements of the Act in respect of the N12 notice, subject to the reissuance of compensation. I informed the parties that I was inclined to grant the application and order the tenancy terminated as of April 30, 2026.

Proof of compensation paid

24. E.S. indicated that, once compensation was paid, he would upload proof of payment to the Portal. On February 23, 2026, proof of payment was submitted to the Board in the form of a copy of an e-transfer the Landlord Z.C. sent to the Tenant in the amount of \$1,776.61, and which shows that the e-transfer was successfully deposited by the Tenant.
25. In all the circumstances, I find it reasonable and appropriate to grant the application.
26. The Landlords incurred costs of \$186.00 for filing the application and are entitled to that cost.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2026. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

3. 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 May 1, 2026.
4. On or before March 15, 2026, the Landlords shall provide the Tenant with a letter of reference.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Elle Venhola
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 of the Tenant expires on September 12, 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.