



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

File Number: LTB-L-103337-25

In the matter of: 207, 1598 BATHURST ST
YORK ON M5P3H9

Between: SKPM Rents 9 Landlord

And

VERONIKA SHULYAKOVA Tenant

SKPM Rents 9 (the 'Landlord') applied for an order to terminate the tenancy and evict VERONIKA SHULYAKOVA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 23, 2026.

The Landlord's legal representative Sharon Harris and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,504.92. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.48. This amount is calculated as follows: \$1,504.92 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$5,926.83. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,467.40 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.
9. Interest on the rent deposit, in the amount of \$4.56 is owing to the Tenant for the period from January 1, 2026, to February 23, 2026.

Relief from Eviction

10. The Tenant testified that she made a payment toward the arrears for February 2026. The Tenant stated that she is willing to pay the outstanding arrears and proposed a payment plan. Under the proposed plan, the Tenant would pay the regular monthly rent and make additional payments toward the arrears on the 15th of each month. The Tenant stated that property management previously requested that the arrears be paid within three months; however, the parties were unable to reach an agreement regarding a repayment plan.
11. The Tenant further testified that she recently applied for Ontario Disability Support Program (ODSP) benefits and is awaiting a decision on that application. The Tenant did not provide documentary evidence to support the ODSP application.
12. During cross-examination by the Landlord's legal representative, the Tenant testified that she currently receives income from Ontario Works in the amount of \$733.00 per month. The Tenant stated that she had not been receiving Ontario Works benefits for approximately six months and only resumed receiving assistance in December 2025. The Tenant acknowledged that during the period she received Ontario Works payments she did not allocate any portion of that income toward rent because the amount received was small.
13. The Tenant testified that her monthly household expenses are approximately \$1,100.00 and include the following: Food \$500.00, TTC \$50.00, Utilities \$100.00, Tenant insurance \$100.00, Internet \$100.00, Cell phone \$50.00, Subscriptions \$150.00, Credit build subscription \$50.00.
14. The Landlord submitted that the arrears are substantial. The Landlord argued that although the Tenant received Ontario Works benefits, the Tenant did not allocate any funds toward the rent. The Landlord submitted that the Tenant's stated monthly expenses total approximately \$1,100, which exceeds the Tenant's current income, and therefore the tenancy is not financially viable. The Landlord further submitted that the Tenant's history of non-payment and the Tenant's current financial circumstances demonstrate that the Tenant does not have the ability to maintain an ongoing payment plan.
15. The Tenant disagreed with the Landlord's position and submitted that she is now willing to make payments toward the arrears. The Tenant stated that she has applied for additional financial support, including ODSP, and testified that another occupant of the unit has recently obtained employment. The Tenant did not provide documentary evidence to demonstrate an ability to meet both the ongoing rent and payments toward the arrears. The evidence before the Board indicates that the Tenant's current income consists of Ontario Works benefits in the amount of \$733 per month. The Tenant testified that she recently applied for benefits through the Ontario Disability Support Program but is still

awaiting a decision. No evidence was provided to confirm that this application has been approved or that additional income will be available in the near future.

16. The Tenant also testified that her household expenses total approximately \$1,100.00 per month, which exceeds her current income. These expenses include food, utilities, insurance, internet, transportation, a cell phone, and various subscriptions. Based on the Tenant's own evidence, her expenses significantly exceed her monthly income. The Tenant testified that another occupant in the unit recently obtained employment. However, no details or supporting evidence were provided regarding that employment, including the amount of income that may be available to contribute to the household expenses or rent.
17. While the Board acknowledges the Tenant's stated intention to repay the arrears and her recent efforts to seek additional financial support, the evidence before the Board does not demonstrate a realistic ability to maintain the ongoing rent while also addressing the outstanding arrears. Given the Tenant's current income and stated monthly expenses, the Board is not satisfied that a payment plan would be sustainable.
18. I have weighed the Tenant's personal circumstances and stated intention to pay against the Landlord's right to receive rent and the absence of any concrete, substantiated payment plan. Given the lack of documentary evidence, I find that granting extended relief would likely result in further arrears accruing and additional prejudice to the Landlord. As a result, I find that the tenancy is not viable and must be terminated.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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:**
 - \$7,617.75 if the payment is made on or before March 23, 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 23, 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 23, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,273.99. 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 \$49.48 per day for the use of the unit starting February 24, 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 23, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 24, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 23, 2026, then starting March 24, 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 24, 2026.

March 12, 2026
Date Issued

Nathan Korenberg
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 24, 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 23, 2026

Rent Owing To March 31, 2026	\$7,431.75
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,617.75

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

Rent Owing To Hearing Date	\$5,559.95
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,467.40
Less the amount of the interest on the last month's rent deposit	- \$4.56
Total amount owing to the Landlord	\$4,273.99
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$49.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	