



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dessiatnitchenko v Allwood, 2026 ONLTB 20916

Date: 2026-03-25

File Number: LTB-L-007335-26

In the matter of: N1208, 116 George St
Toronto ON M5A3S2

Between: Valeri Dessiatnitchenko Landlord

And

Ta-Jai Allwood Tenant

Valeri Dessiatnitchenko (the 'Landlord') applied for an order to terminate the tenancy and evict Ta-Jai Allwood (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

The Landlord and the Tenant attended the hearing. The Tenant spoke with Duty Counsel prior to the start of the proceeding.

Determinations:

L1 Application – Non-Payment of Rent

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 \$2,315.27. It is due on the first day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$76.12. This amount is calculated as follows: $\$2,315.27 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$8,261.08.
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 \$2,150.00 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 \$205.04 is owing to the Tenant for the period from March 15, 2022 to March 3, 2026.

L2 Application – Persistent Late Payment of Rent

10. The Landlord served a valid notice to End the Tenancy at the End of Term for Persistent Late Payment of Rent (N8). The N8 Notice alleges the Tenant paid rent late every month during the period March 2024 to January 2026.
11. Rent is due on the 1st of the month. The Tenant admitted he paid rent late 23 times as indicated on the N8 Notice.
12. I therefore find the Tenant has persistently failed to pay rent on the date it was due.

Relief from Eviction

13. The Landlord requested an order to terminate the tenancy and evict the Tenant.
14. The Landlord testified he is facing financial hardship because of the Tenant's failure to pay rent on time or at all. The Landlord testified he uses the rent to pay the mortgage, has other expenses for which he is responsible, and has incurred \$8,000.00 on his line of credit because of the Tenant's failure to pay rent.
15. The Tenant testified the late payments began to be an issue after his relationship ended and he began responsible for all expenses. He also testified his work has slowed down in the last six months and he admitted his income is less than his expenses. The Tenant testified he plans to move out of the rental unit at the end of the month and sought a payment plan to repay the arrears.
16. The Landlord testified he has tried to work with the Tenant and provided the Tenant with numerous opportunities to repay the rent and does not believe the Tenant will honour any payment plan. The Landlord was open to delaying eviction to the end of March.

17. I do not find the tenancy is financially viable and so do not find that a conditional order is appropriate.
18. 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.

L2 Application – Undue Damage

19. On his L2 Application, the Landlord also claimed reasonable out of pocket costs incurred to repair or replace undue damage to the rental unit or residential complex negligently or wilfully caused by the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex.
20. This aspect of the Landlord's L2 application was not raised during the hearing – by either the Landlord, the Tenant, or the LTB. As a result, I have dismissed this aspect of the Landlord's claim without prejudice to the Landlord's ability to bring another application for the alleged damage.

It is ordered that:

1. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
3. As of the date of the hearing, the Tenant owes the Landlord \$4,005.13. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$76.12 per day for the use of the unit starting March 4, 2026, until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 April 1, 2026.

March 25, 2026
Date Issued

Vanessa Davies
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 October 1, 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 as the tenancy is terminated

Rent Owing To March 3, 2026	\$6,174.17
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,150.00
Less the amount of the interest on the last month's rent deposit	-\$205.04
Total amount owing to the Landlord	\$4,005.13
Plus daily compensation owing for each day of occupation starting March 4, 2026	\$76.12 (per day)