



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

File Number: LTB-L-109222-25

In the matter of: 6318 6th Line North
Victoria Harbour On L0K2A0

Between: Brett Myers Landlord

And

Sergei Sergeew Tenant
Ina Sergeew

Brett Myers (the 'Landlord') applied for an order to terminate the tenancy and evict Sergei Sergeew and Ina Sergeew (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord, the Landlord's Legal Representative, Brianna Sykes, the Tenant and the Tenant's Interpreter, Polina Sergeew, attended the hearing.

Determinations:

Preliminary Issue: Adjournment Denied

1. At the outset of the hearing, the Tenant requested an adjournment as his wife had a brain scan on March 15, 2026 due to having lung cancer. The Tenant further requested an adjournment to get an interpreter and to retain legal representation.
2. The Landlord opposed the adjournment as the amount of the arrears were significant and the Tenant had his daughter present to act as an interpreter.
3. I denied the adjournment request. I was satisfied that the Tenant had adequate notice of this hearing and adequate time to prepare for it. The notice of termination was served December 11, 2025 and the Notice of Hearing was sent on February 12, 2026. The Tenant had approximately 3 months to secure legal representation.
4. As noted in the LTB's Interpretation Guideline 1: Adjourning and Rescheduling Hearings, adjournments will only be granted in exceptional circumstances if the parties have been given adequate notice of the hearing. While the guideline is not binding on me, I see no reason to depart from it here.

5. In this case, the Tenant provided no medical or other evidence that supported their assertion that Inna Sergeew (IS) was unable to participate in the hearing due to having a brain scan the previous day. IS was in the home at the time of the hearing, but did not participate. The Tenant's daughter was also present to translate, so an adjournment was not required for a different interpreter to assist the Tenant. In my view, an adjournment would unduly prejudice the Landlord given the ongoing arrears are significant. As a result, I denied the adjournment request and continued with the hearing.

L1 Application:

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. The rent arrears owing to March 31, 2026 are \$15,000.00.
12. The Tenant disputed the amount of the arrears and the amount of the lawful monthly rent. The Tenant testified that the lawful monthly rent is \$800.00 per month not \$2,500.00. The Tenant acknowledged that from December 2024 to September 2025 he had always paid \$2,500.00 in cash for rent. However, the Tenant testified that he only paid \$2,500.00 because the Landlord asked them to pay more money for repairs to be made, but the rent was only \$800.00 per month. The Tenant further testified that there is a lease agreement that states that rent is only \$800.00 per month, so he does not owe any arrears as he paid extra towards the rent for 10 months. The Tenant testified that the Landlord's son, who lives on the property, delivered the lease agreement to him. The Tenant did not provide a copy of this lease agreement. When asked why the Tenant did not mention the rent being listed incorrectly on the N4 notice prior to today, the Tenant said he has not physically or mentally been in a state to mention issues because his wife is dying of cancer.
13. The Landlord testified that there has never been a written lease and rent has always been \$2,500.00 per month. The Landlord testified that the lease the Tenant is speaking about was not filed pursuant to this application, but is filed under a tenant's application, and the document is falsified. The Landlord testified that his son is not involved in managing the property, he has never delivered a written contract to the Tenant, and the lease the Tenant is speaking about does not list Sergei Sergeew as a Tenant. The Landlord further testified the alleged lease agreement isn't signed by any Tenant and that the signatures on the lease are falsified.
14. The Tenant did not upload a copy of the alleged lease as documentary evidence, therefore I could only make a finding based on the oral evidence provided. I am satisfied on a

balance of probabilities that the lawful monthly rent is \$2,500.00. The Tenant did not provide documentary support for his claim that there is a written lease that rent is only \$800.00 per month. The Tenant also did not provide a reasonable explanation why he would overpay his rent by \$1,700.00 per month for 10 months if the rent was only \$800.00. Therefore, I am satisfied that the lawful monthly rent is \$2,500.00 per month, and the arrears to March 31, 2026 are \$15,000.00.

15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Section 83 Considerations:

17. The Tenant testified that he is receiving Ontario Works (OW) and his daughter helps to pay the rent. The Tenant further testified that at this time, he does not have a plan to pay the rent arrears, however he could open a line of credit to pay the arrears.
18. The Tenant testified that there was no heat in the rental property for a year and the issue was not fixed until November 2025. The Tenant further testified that during the tenancy, there were multiple times where the did not have any water. During the summer of 2025, the Tenant would text the Landlord's son every other day about the water tank on the property being empty. The Tenant did not submit any documentary evidence to support the allegation that the Landlord did not fix the maintenance issue after receiving the complaint.
19. The Landlord testified that the furnace was replaced in March 2025 within 2 to 4 weeks of the Tenant stating the heat was not working, and when the Tenant reported an issue at the beginning of November 2025, the Landlord had someone fix the issue within 2 days. The Landlord testified that he was never contacted about an issue with the water tank, and that his son is not the property manager so would not be able to fix any issues even if he was told.
20. Based on the evidence before me, while the issues with the heat and water might be the subject of a tenant's application to the Board, I am not satisfied that the Tenant has established that the Landlord is in a serious breach of their responsibilities within the meaning of section 83(3)(a) of the *Residential Tenancies Act, 2006* (the 'Act'). The evidence indicated that the Landlord responded when the Tenant complained about the heat and there is currently no issue with the heat. The Tenant has not established that they told the Landlord that there were issues with the water tank on the property, or that the issue is current, as the Tenant stated he only told the Landlord's son who lives on the property, and the Tenant did not provide any documentary evidence to support that he had done this. In these circumstances, I am not satisfied that the Landlord is in a serious breach. My finding is without prejudice to the Tenant bringing a T2 or T6 application in relation to the issues they have raised should they consider it appropriate to do so
21. The Tenant testified he would need at least 2 months to move due to his wife's current health issues and treatment for cancer. The Tenant further testified that he has several items stored in the barn which he would need to move.

22. The Landlord sought a standard 11-day eviction and testified that the amount of the arrears is significant.
23. 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 postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
24. I accept the Tenant's evidence that his wife is experiencing health issues, requires treatment and she will be impacted by an eviction, despite there being no documentary evidence to support this claim. I find a short delay in eviction to provide the Tenant time to find alternative accommodations or secure a loan to pay the arrears owing would not be unfair in these circumstances. However, given the arrears are significant and the Tenant has not made any payments since the application was filed, it would be unfair to delay the eviction longer.

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:**
 - \$15,186.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$17,686.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,001.04. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting March 17, 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 April 30, 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.

8. 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.
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 May 1, 2026.

March 30, 2026
Date Issued

Allana McComb
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 November 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 to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$15,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$17,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,686.00

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

Rent Owing To Hearing Date	\$13,815.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$14,001.04
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	