



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-109137-25

In the matter of: MAIN FLOOR, 242 ASPENWOOD DR
NEWMARKET ON L3X3K7

Between: Victor Otkiditshev Landlord
Vera Otkiditshev

And

Vlad Perehinets Tenants
Elizaveta Nikulskaia

Victor Otkiditshev and Vera Otkiditshev (the 'Landlord') applied for an order to terminate the tenancy and evict Vlad Perehinets and Elizaveta Nikulskaia (the 'Tenants') because:

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

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

This application was mediated by videoconference on March 17, 2026.

The Landlord Representative Eric Steinman, the Landlords Victor Otkiditshev and Vera Otkiditshev, the Tenants Representative Beverly Alfred and the Tenants Vlad Perehinets and Elizaveta Nikulskaia attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed Facts:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The Landlord has compensated the Tenants an amount equal to one month's rent on December 29, 2025.
3. Based on the monthly rent, the daily compensation is \$62.34. This amount is calculated as follows: \$1,896.25 x 12, divided by 365 days.

4. The Landlord received a rent deposit of \$300.00 from the Tenants, which is still being held. Interest in the amount of \$16.57 is owed to the Tenants for the period of September 3, 2024 to March 31, 2026. The rent deposit, including the interest owing, shall be applied toward the rent for April 2026, the final month of the tenancy. The Landlord shall waive the remaining outstanding balance of \$1,579.68 for the last month's rent.
5. The parties agree that upon vacant possession the Landlord shall be entitled to manage, use, or otherwise deal with the rental unit as they see fit.
6. The Tenants' obligation to pay utilities for April 2026 is waived.
7. The parties also agree that the Landlord may take this order to the Sheriff on April 30, 2026, with the understanding that it is not enforceable until May 1, 2026.

It is ordered on consent that:

1. The Landlord shall pay to the Tenants compensation in the amount of \$3,792.50 on or before March 23, 2026.
2. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before April 30, 2026.
3. The rent deposit of \$316.57 including the interest owing, shall be applied toward the rent for April 2026, the final month of the tenancy. The Landlord shall waive the remaining outstanding balance of \$1,579.68 for the last month's rent.
4. The Tenants shall pay the Landlord compensation of \$62.34 per day for the use of the unit starting May 1, 2026 until the date the Tenants moves out of the unit.
5. If the unit is not vacated on or before April 30, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) on April 30, 2026, however, the order shall not be enforceable until May 1, 2026.
6. 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.
7. If the Landlord does not pay the Tenants the full amount owing on or before March 23, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 24, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Sarah Harriman
Hearings Officer, Landlord and Tenants 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.