



Order under Section 69 Residential Tenancies Act, 2006

Citation: Frolova v Papa, 2026 ONLTB 28401

Date: 2026-04-09

File Number: LTB-L-000828-26

In the matter of: 1 BEDROOM BASEMENT APARTMENT, 1441
BASSINGTHWAITE CRT
INNISFIL ON L9S0E1

Between: Marina Frolova Landlord

And

Daniele Papa Tenant

Marina Frolova (the 'Landlord') applied for an order to terminate the tenancy and evict Daniele Papa (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord, The Landlord's Legal Representative Elina Vasileva and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request

1. At the commencement of the hearing the Tenant requested an adjournment of the matter as he wanted to have the assistance of an Italian Interpreter and have legal representation.
2. The Tenant stated that although he understood English an interpreter may assist him with technical or legal terms, and that he would benefit from the assistance of a legal representative.
3. The Landlord was opposed to the adjournment request, as the Tenant had been sent the notice of hearing on January 6, 2026 and had taken not steps to either secure an interpreter or legal representation prior to the hearing.
4. Under Section 10 of the *Statutory Powers and Procedures Act, 1990* (the 'SPPA') a right to representation is not absolute.

5. The test for an adjournment is set out in Rule 21.8 of the LTB's Rules of Procedure:

A CMH or hearing may be adjourned at the discretion of a Hearing Officer or Member where satisfied that an adjournment is required to permit an adequate hearing to be held. Relevant factors the LTB may consider in deciding the request include:

- a. the reason for the adjournment and position of the parties;
- b. the issues in the application;
- c. any prejudice that may result from granting or denying the request;
- d. the history of the proceeding including other adjournments or rescheduling; and
- e. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter

6. The Board's Interpretation Guideline 1 states:

Parties should assume that the hearing will proceed on the date stated in the Notice of Hearing. This means that the parties should be prepared to present their evidence, call and question witnesses and make submissions.

...

Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

The specific factors the Member may consider in deciding whether to grant an adjournment include:

1. the reason for the adjournment and position of the parties;
2. the issues in the application;
3. any prejudice that may result from granting or denying the request;
4. the history of the proceeding including other adjournments or rescheduling;
5. the LTB's obligation to adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

7. Having considered the circumstances and submissions of the parties and the reason for the adjournment request in conjunction with the Board's Rule 21.8 and its Guideline¹, the Tenant's request to adjourn this matter is denied. The Tenant has taken no steps prior to the hearing to secure an interpreter and stated that he had only attempted to call a legal representative, but provided no additional details regarding his efforts.

L1 Application

8. 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.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,600.00. It is due on the 25th day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
12. The Tenant has not made any payments since the application was filed.
13. The rent arrears owing to March 24, 2026 are \$6,400.00.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,600.00 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.
16. Interest on the rent deposit, in the amount of \$15.47 is owing to the Tenant for the period from September 25, 2025 to March 11, 2026.
17. 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.
18. The Tenant does not dispute the amount of rental arrears and stated that he stopped paying rent after the Landlord starting asking for payment of utilities which he didn't believe he was responsible for.
19. The Tenant further stated that he is unable to pay rent as he lost his job, but he couldn't recall when this occurred. He is not seeking to maintain the tenancy as his is looking for move elsewhere.
20. The Landlord seeks termination of the tenancy as soon as possible as the tenancy only commenced in September, 2025 and the Tenant has made no payments to the Landlord apart for first and last months rent.
21. Considering the submissions of both parties and their circumstances, I find this tenancy, in my view, is just not viable any longer and to prolong it would be prejudicial to the Landlord and unfair to the Tenant as the arrears are surmounting. In the circumstances a standard or is appropriate.

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:**
 - \$8,186.00 if the payment is made on or before April 20, 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 20, 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 20, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,159.53. 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 \$52.60 per day for the use of the unit starting March 12, 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 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 20, 2026, then starting April 21, 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 April 21, 2026.

April 9, 2026
Date Issued

Sean Ramage
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 21, 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 April 20, 2026

Rent Owing To April 24, 2026	\$8,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,186.00

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

Rent Owing To Hearing Date	\$5,589.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$15.47
Total amount owing to the Landlord	\$4,159.53
Plus daily compensation owing for each day of occupation starting March 12, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	