



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005770-26

In the matter of: Unit 100, 8 KINGSBRIDGE CRT
NORTH YORK ON M2R1L5

Between: Metropolitan Toronto Condominium Corporation No 1000 (MTCC 1000) Landlord

And

Nataliya Ratayeva Tenant

Metropolitan Toronto Condominium Corporation No 1000 (MTCC 1000) (the 'Landlord') applied for an order to terminate the tenancy and evict Nataliya Ratayeva (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 8, 2026.

The Landlord's Agent, Nishant Patel, the Landlord's Legal Representative, Luminata E. Ambrono, and the Tenant attended the hearing. The Tenant had the opportunity to speak with TDC prior to the hearing.

Preliminary Issue

1. The Tenant requested an adjournment so that this L1 application could be heard with her T2/T6 application.
2. The Tenant's T2/T6 application was filed on March 31, 2026 (LTB-T-028508-26), which is well after the Landlord filed this application. The Tenant submitted that the issues raised in her T2/T6 application directly impact this current L1 application.
3. The Landlord's Legal Representative contested this request for adjournment, submitting that there was no clear nexus between the issues raised in the T2/T6 application and this current application for rent arrears. The Landlord submitted that the Tenant's application was filed in an effort to delay this L1 application in being heard.
4. The Tenant did not provide any evidence to the Board to support their assertion that there was a clear nexus between the issues raised in their T2/T6 application and this L1 application. As such, I denied the Tenant's adjournment request and heard the L1 application.

Determinations

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,471.25. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$48.37. This amount is calculated as follows: $\$1,471.25 \times 12$, divided by 365 days.
9. The Tenant has paid \$2,940.00 to the Landlord since the application was filed.
10. The rent arrears owing to April 30, 2026 are \$8,390.46. The Tenant did not contest the amount of arrears owing.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

Relief from eviction

13. The Tenant asked for an 18-month payment plan in order to maintain her tenancy. She stated that she is currently receiving EI in the amount of \$1,200.00 bi-weekly. Her monthly expenses include car insurance of \$150.00, cell phone of \$90.00, subscriptions of \$150.00 and groceries in a variable amount.
14. The Tenant further submitted that she has not been looking for another place to live. She lives in the rental unit with her 10-year-old daughter who has health issues and who attends a school nearby that has specific supports in place for her.
15. The Tenant's proposed 18-month payment plan would leave her with \$62.68/month after her disclosed expenses [$\$2,400.00$ (income) - $\$1,471.25$ (rent) - $\$476.47$ (arrears) - $\$390.00$ (expenses) = $\$62.68$].
16. The Landlord states that the Tenant should not be granted relief from eviction, as the Landlord has attempted to negotiate payment plans to no avail. The Landlord does not consent to any further payment plans.
17. Based on the evidence before me, I find that this tenancy is no longer viable. Having considered the Tenant's stated income and monthly expenses, I am not satisfied that the Tenant would be able to comply with a reasonable payment plan while also maintaining the ongoing rent. However, considering the Tenant's circumstances, the termination of this tenancy will be briefly extended to May 31, 2026.

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:**
 - \$8,576.46 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,047.71 if the payment is made on or before May 31, 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 May 31, 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 May 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,492.17. 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 \$48.37 per day for the use of the unit starting April 9, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before May 31, 2026, then starting June 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 June 1, 2026.

April 17, 2026
Date Issued

Curtis Smith
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 December 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 April 30, 2026

Rent Owing To April 30, 2026	\$11,330.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,940.00
Total the Tenant must pay to continue the tenancy	\$8,576.46

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$12,801.71
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,940.00
Total the Tenant must pay to continue the tenancy	\$10,047.71

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

Rent Owing To Hearing Date	\$10,246.17
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,940.00
Total amount owing to the Landlord	\$7,492.17
Plus daily compensation owing for each day of occupation starting April 9, 2026	\$48.37 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	