



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

File Number: LTB-L-004625-26

In the matter of: 509, 155 ANTIBES DR
NORTH YORK ON M2R3G7

Between: 155 Antibes Drive Apartments Landlord

And

Svimon Chokheli Tenant

155 Antibes Drive Apartments (the 'Landlord') applied for an order to terminate the tenancy and evict Svimon Chokheli (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026 at 1:00 pm.

The Landlord Representative Sabrina Marchionne and the Tenant attended the hearing.

Determinations:

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 \$1,682.93. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.33. This amount is calculated as follows: \$1,682.93 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to April 30, 2026 are \$9,665.92.
7. Tenant testified to having vacated the rental unit in 2016, transferring the rental unit to their former partner Maia Mosashvili, who corroborated the Tenant's testimony. Maia Mosashvili did not contest the arrears owing, testifying they ceased paying the rent as a result of being injured off work, collecting ODSP. They also testified to want to maintain the tenancy, requesting an extended payment plan.

8. In response the Landlord Agent Lena, testified that they recalled the Tenant informing the of their intent to vacate, but at the time directing them to submit the proper notice, which never occurred.
9. The Landlord Representative then submitted that they were opposed to the payment plan request given the Tenant had transferred the tenancy without the Landlord's consent and the limited income of the unauthorized occupant. They did submit that they would be open to a delay until May 31, 2026 to afford the Tenant the opportunity to secure financing and potentially facilitate the authorized transfer of the unit.
10. Having considered the above circumstances, I directed that I would not be removing the Tenant as a named respondent as I was not presented with any evidence to support that they gave proper notice to terminate the tenancy or transfer it to their former partner.
11. I was also directed that I was satisfied that the arrears were as alleged.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,632.13 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.
14. Interest on the rent deposit, in the amount of \$49.91 is owing to the Tenant for the period from January 1, 2025 to April 7, 2026.
15. 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 May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
16. Specifically, given the above submissions, I am satisfied a brief delay is warranted in order to facilitate the maintaining of the tenancy and the potential transfer.

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:**
 - \$9,851.92 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,534.85 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 \$6,874.26. 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 \$55.33 per day for the use of the unit starting April 8, 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 15, 2026
Date Issued

Kelly Delaney
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	\$9,665.92
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,851.92

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	\$11,348.85
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,534.85

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

Rent Owing To Hearing Date	\$8,370.30
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,632.13
Less the amount of the interest on the last month's rent deposit	- \$49.91
Total amount owing to the Landlord	\$6,874.26
Plus daily compensation owing for each day of occupation starting April 8, 2026	\$55.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	