



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-083039-25

In the matter of: 207, 130 Canon Jackson Drive
York ON M6M0B7

Between: Cassandra Thomas Landlord

And

Evelin Ivansik Tenant

Cassandra Thomas (the 'Landlord') applied for an order to terminate the tenancy and evict Evelin Ivansik (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application);
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant (L2 Application); and
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises (L2 Application).

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 20, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

L2 Application

1. At the hearing, I raised issues regarding the validity of the two (2) N5 Notices of Termination served by the Landlord:
2. The first N5 Notice served on the Tenant (dated October 7, 2025) for substantial interference indicated that it was the second Notice served in the past 6 months and, thus,

did not offer a 7-day correction period. However, the Landlord did not in fact serve a voidable N5 Notice on the Tenant in the preceding 6 months.

3. The second N5 Notice served on the Tenant (dated October 8, 2025) for wilful or negligent damages did not include a termination date.
4. The Landlord confirmed my understanding of the issuance order of the two N5 Notices, acknowledged the issues I raised and indicated that that this was her first LTB proceeding.
5. Section 64 of the *Residential Tenancies Act, 2006* (the 'Act') states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant. 2006, c. 17, s. 64 (1).

(2) A notice of termination under subsection (1) shall,

(a) provide a termination date not earlier than the 20th day after the notice is given;

(b) set out the grounds for termination; and

(c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

6. I find that Landlord's first N5 Notice to be invalid as it does provide a seven-day voiding period in accordance with s. 64(2)(c) of the Act and the Landlord's second N5 Notice to be invalid as it does not include a termination date in accordance with s. 64(2)(a) of the Act.
7. Given that these N5 Notices are both found to be invalid, the Landlord's L2 application must be dismissed.

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 \$2,000.00. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 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 April 30, 2026 are \$16,600.00. The Tenant did not contest the amount of arrears owing.
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 \$2,000.00 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 \$37.28 is owing to the Tenant for the period from June 1, 2025 to April 20, 2026.

Relief from eviction

17. 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 15, 2026 pursuant to subsection 83(1)(b) of the Act.
18. The Landlord submitted that the Tenant should not be granted relief from eviction, as the Landlord has attempted to negotiate payment plans to no avail. The Landlord indicated that she relies on this rental unit for income to support her and her two young children and that these arrears have put her in significant financial difficulty.
19. The Tenant indicated that she would like to maintain the tenancy. She is currently unemployed and has no source of income other than funds she receives from her parents. She lives in the rental unit with her two children (ages 7 and 13).
20. Based on the evidence before me, I find that this tenancy is no longer viable. Having considered the Tenant's financial situation, I am not satisfied that the Tenant would be able to comply with any 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 15, 2026.

It is ordered that:

L1 Application – Non-Payment of Rent

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:**
 - \$16,786.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$18,786.00 if the payment is made on or before May 15, 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 15, 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 15, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,063.72. 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 \$65.75 per day for the use of the unit starting April 21, 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 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.

L2 Application – Interference with Reasonable Enjoyment and Willful/Negligent Damage

10. The L2 Application is dismissed.

May 1, 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 November 16, 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	\$16,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,786.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 15, 2026

Rent Owing To May 31, 2026	\$18,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,786.00

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

Rent Owing To Hearing Date	\$15,915.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,000.00
Less the amount of the interest on the last month's rent deposit	- \$37.28
Total amount owing to the Landlord	\$14,063.72
Plus daily compensation owing for each day of occupation starting April 21, 2026	\$65.75 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	