



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-090711-24

In the matter of: 1108, 111 DAVISVILLE AVE
TORONTO ON M4S1G5

Between: RPMS Property Management Services Inc Landlord

And

Gizella Ivancsik Tenant
Mate Bozik

RPMS Property Management Services Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Gizella Ivancsik and Mate Bozik (collectively, the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on April 30, 2026.

Only the Landlord's Legal Representative Geoff Paine attended the hearing.

As of 9:21 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence. The Tenant did not appear at any point in the remainder of the hearing block.

The Landlord failed to comply with the interim order dated March 24, 2025, requiring them to serve the adjourned Notice of Hearing to the Tenant within 10 days of receiving it. However, the Landlord did provide all the relevant information to the Tenant on April 22, 2026, five days later than the deadline. I am satisfied that the Tenant was properly served with the adjourned Notice of Hearing by the LTB and was reminded of the hearing date and details by the Landlord. As such, I found it appropriate to proceed with the hearing in their absence.

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. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Tenant vacated the rental unit on August 25, 2025. Rent arrears are calculated up to the date the Tenant vacated the unit
4. The lawful rent is \$2,275.50. It was due on the 1st day of each month.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to August 25, 2025, are \$24,139.75.
7. The Landlord is entitled to \$20.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 1 cheque given by or on behalf of the Tenant which were returned NSF.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated as of August 25, 2025, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$24,345.75. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
3. 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.

May 4, 2026
Date Issued

Kate Sinipostolova
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.