



Order under Section 69 Residential Tenancies Act, 2006

Citation: High Park Bayview Inc. v Khoma, 2026 ONLTB 40948

Date: 2026-05-21

File Number: LTB-L-107660-25

In the matter of: 516, 40 HIGH PARK AVE
TORONTO ON M6P2S1

Between: High Park Bayview Inc. Landlord

And

Mariya Khoma Tenant
Oleksandr Khoma

High Park Bayview Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mariya Khoma and Oleksandr Khoma (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 17, 2026.

The Landlord's legal representative, Faith McGregor, and the Tenant, Mariya Khoma, 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 \$2,281.95. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.02. This amount is calculated as follows: \$2,281.95 x 12, divided by 365 days.
5. The Tenant has paid \$6,844.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026 are \$10,744.64. The Tenant disputed the amount of the arrears at the hearing. She testified that she believed the arrears to be approximately \$8,460.00 and that she had made two recent payments, \$1,500.00 on

March 16, 2026 and \$1,000.00 on March 17, 2026, that had not yet cleared the Landlord's account. The Landlord's representative confirmed that no payments beyond those already credited had been received. I am satisfied that the calculation of arrears at \$10,744.64 to March 31, 2026 accurately reflects all payments received and credited as of the hearing date. Any further payments the Tenant has since made, or makes, that are received by the Landlord will be credited against the balance owing under this order.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,227.65 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.
9. Interest on the rent deposit, in the amount of \$65.43 is owing to the Tenant for the period from January 1, 2025 to March 17, 2026.
10. The Tenant proposed a payment plan under which she would pay ongoing rent on time beginning April 1, 2026 and an additional \$300.00 per month toward the arrears. The Tenant testified that her monthly income is approximately \$1,500.00, that she would be starting a new part-time job the following Monday, and that she might receive financial assistance from a friend, although she acknowledged that she had not yet asked her friend for help. I am not satisfied that the proposed payment plan is viable.
11. The Tenant's stated monthly income of \$1,500.00 is less than the lawful monthly rent of \$2,281.95, and the Tenant acknowledged at the hearing that she cannot afford the rent. While the Tenant indicated that she would be starting a new part-time job, there was no evidence before me of the income she expects to earn or of when those earnings would begin. The possibility of assistance from a friend was speculative, as she had not asked her friend for help by the time of the hearing. In any event, a payment of \$300.00 per month against arrears exceeding \$10,000.00 would take more than three years to repay, during which time further arrears would almost certainly accumulate given the Tenant's own evidence that she cannot meet the ongoing rent. The proposed payment plan is denied.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act. The Tenant is a newcomer to Canada. Her 21-year-old son lives with her in the rental unit and is looking for work. The Tenant has made recent partial payments toward the arrears and is about to begin a new part-time job. The Tenant requested one or two months if her payment plan were not granted. Weighing against the Tenant's circumstances, the arrears are substantial and continue to grow, and the Tenant's own evidence is that she does not currently have, and is not likely in the near term to have, sufficient income to cover the ongoing rent.
13. An extended postponement would only allow further arrears to accumulate without any realistic prospect of repayment. Balancing all of these considerations, I find that it would not be unfair to postpone the termination of the tenancy to June 15, 2026 pursuant to subsection 83(1)(b) of the Act. This brief postponement gives the Tenant a modest additional period beyond what would otherwise apply to make arrangements to vacate the unit, to secure her new employment, or, if she is able, to pay the arrears in full and void

this order. A longer postponement is not warranted given the size of the arrears and the Tenant's limited capacity to pay.

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:**
 - \$15,494.54 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$17,776.49 if the payment is made on or before June 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 June 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 June 15, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,630.95. 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 \$75.02 per day for the use of the unit starting March 18, 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 June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 15, 2026, then starting June 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 June 16, 2026.

May 21, 2026
Date Issued

Colin Elsby
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 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 May 31, 2026

Rent Owing To May 31, 2026	\$22,152.54
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,844.00
Total the Tenant must pay to continue the tenancy	\$15,494.54

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

Rent Owing To June 30, 2026	\$24,434.49
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,844.00
Total the Tenant must pay to continue the tenancy	\$17,776.49

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

Rent Owing To Hearing Date	\$16,582.03
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,844.00
Less the amount of the last month's rent deposit	- \$2,227.65
Less the amount of the interest on the last month's rent deposit	- \$65.43
Total amount owing to the Landlord	\$7,630.95
Plus daily compensation owing for each day of occupation starting March 18, 2026	\$75.02 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	

