



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

File Number: LTB-L-021647-26

In the matter of: 3, 17 ALGOMA ST
ETOBICOKE ON M8Y1C2

Between: Oksana Krupa Landlord
Zinovi Hreshchuk

And

Sabrina Appiah Tenant

Oksana Krupa and Zinovi Hreshchuk (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Appiah (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 19, 2026.

The Landlord Zinovi Hreshchuk, Landlord's Legal Representative Marshall Yarmus, and the Tenant Sabrina Appiah attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order.

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 \$1,786.75. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.74. This amount is calculated as follows: \$1,786.75 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 May 31, 2026, are \$13,000.00. This was undisputed at the hearing.

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 \$1,750.00 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.
9. Interest on the rent deposit, in the amount of \$135.33 is owing to the Tenant for the period from January 30, 2023 to May 19, 2026.

Relief from eviction

10. The Tenant requested temporary relief from eviction for “a couple of months.” The Tenant stated that they lost their job in May 2025, used their savings and income from contract work while looking for permanent employment, and continues to look for work full time. On cross-examination, the Tenant confirmed that they are not currently working, that Ontario Works is their only source of income, and that they receive approximately \$400.00 per month. The Tenant also confirmed that they cannot currently pay the rent if given more time and are requesting additional time for the chance to find employment.
11. The Landlord opposed the Tenant’s request for relief and requested a standard order. The Landlord testified that the non-payment of rent has created hardship, as he is retired, his wife has lost her job, and it is difficult to pay the carrying costs of the property. The Landlord submitted that it would be prejudicial to grant a two-month extension when no rent is being paid, the Tenant has made no payments since November 2025, and the Tenant has not shown that they can afford the ongoing rent or repay the arrears.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In my view, the Tenant’s submissions fail to prove that the Tenant is able to pay their lawful rent in full and on time, or repay the rent arrears owing. Therefore, to provide relief from eviction would unfairly prejudice the Landlord.

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:**
 - \$14,972.75 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 \$10,629.98. 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 \$58.74 per day for the use of the unit starting May 20, 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.

June 4, 2026
Date Issued

Kyle Anderson
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 June 15, 2026

Rent Owing To June 30, 2026	\$14,786.75
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$14,972.75

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

Rent Owing To Hearing Date	\$12,329.31
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$135.33
Total amount owing to the Landlord	\$10,629.98
Plus daily compensation owing for each day of occupation starting May 20, 2026	\$58.74 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	