



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-022959-26

In the matter of: 5, 320 RONCESVALLES AVE
TORONTO ON M6R2M7

Between: 2720449 Ontario Inc Landlord

And

Natalie Bosnjakovic Tenant

2720449 Ontario Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Natalie Bosnjakovic (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 3, 2026.

The Landlord's Representative, Elizavbeta Porvago, and the Tenant attended the hearing.

Determinations:

Preliminary Issue: Adjournment Request

1. At the outset of the hearing the Tenant requested an adjournment of the hearing as she is currently going through family law legal matters regarding support payments from her former spouse and the outcome of those proceedings may help assist her in addressing the outstanding arrears owing. Additionally she recently sought a loan from her employer to address the outstanding arrears, but as of the day of the hearing has not received a response. The Tenant sought an adjournment pending the outcome of these matters.
2. The Landlord was opposed to the adjournment request.
3. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') states:

The Board shall adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter.

4. Having considered the factors in Rule 21.8, the reason for the adjournment request, the position of the parties the prejudice to the parties, I am not satisfied that an adjournment is appropriate. The reason the Tenant seeks an adjournment is not to address the merits, but in fully addressing a potential repayment of arrears owing. Additionally there is currently no hearing date scheduled in relation to the Tenant's family law matter. In the circumstances, there is nothing preventing the Tenant from providing testimony at the hearing on her

anticipated ability to repay any arrears owing. As such the Tenant's request for adjournment is denied.

L1 Application

5. 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$3,150.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$103.56. This amount is calculated as follows: \$3,150.00 x 12, divided by 365 days.
9. The Tenant has paid \$3,676.00 to the Landlord since the application was filed.
10. The rent arrears owing to June 30, 2026, are \$8,924.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$3,150.00 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.
13. Interest on the rent deposit, in the amount of \$83.00 is owing to the Tenant for the period from March 3, 2025 to June 3, 2026.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
15. The Tenant does not dispute the amount of arrears owing. She resides in the rental unit with her two children ages 13 and 11, and has done so since March, 2025.
16. The Tenant seeks an opportunity to maintain the tenancy. She is currently attempting to secure a loan from her employer to pay the outstanding arrears, additionally she is seeking payment of child support from her former spouse, and plans on applying to a rent bank for assistance one she is eligible. She seeks a postponed eviction until July 31, 2026 to repay the entirety of the arrears owing.
17. The Landlord seeks termination of the tenancy as soon as possible, as the Tenant's repayment options are up in the air and not guaranteed. The Landlord has concerns that a postponed eviction will cause additional rental arrears to accrue.
18. The Tenant is a single mother of two children who is currently not receiving child support from her former spouse. The delay in eviction she seeks is a little over a month. Although a

delay is not ideal for the Landlord. The Landlord does hold a last months rent deposit on behalf of the Tenant, which can mitigate any potential prejudice to the Landlord that a delayed in eviction may cause. Having considered all of the testimony, submissions and circumstances of the parties a delayed eviction until July 31, 2026 is appropriate.

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:**
 - \$9,110.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,260.00 if the payment is made on or before July 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 July 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 July 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,037.68. 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 \$103.56 per day for the use of the unit starting June 4, 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 July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

June 12, 2026

Date Issued

Sean Ramage

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 February 1, 2027 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 30, 2026

Rent Owing to June 30, 2026	\$12,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,676.00
Total the Tenant must pay to continue the tenancy	\$9,110.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing to July 31, 2026	\$15,750.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,676.00
Total the Tenant must pay to continue the tenancy	\$12,260.00

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

Rent Owing to Hearing Date	\$9,760.68
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,676.00
Less the amount of the last month's rent deposit	- \$3,150.00
Less the amount of the interest on the last month's rent deposit	- \$83.00
Total amount owing to the Landlord	\$3,037.68
Plus, daily compensation owing for each day of occupation starting June 4, 2026,	\$103.56 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	