



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kluczenko v Domalion, 2026 ONLTB 46823

Date: 2026-06-19

File Number: LTB-L-026619-26

In the matter of: 7, 185 Queenston
ST CATHARINES ON L2R3A3

Between: Jerzy Kluczenko Landlord

And

David Domalion Tenant

Jerzy Kluczenko (the 'Landlord') applied for an order to terminate the tenancy and evict David Domalion (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 2, 2026.

The Landlord and the Tenant 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 \$924.65. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$30.40. This amount is calculated as follows: \$924.65 x 12, divided by 365 days.
5. The Tenant has paid \$1,624.65 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$2,798.60.
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 \$800.00 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 \$7.04 is owing to the Tenant for the period from January 1, 2026, to June 2, 2026.

Issues Raised Pursuant to Section 82 of the *Residential Tenancies Act*, 2006 (the 'Act')

10. The Tenant stated an intent to raise issues pursuant to section 82 of the Act, however, the Tenant did not provide a completed document outlining the issues, and remedies sought.
11. Pursuant to section 82(2) of the Act, a tenant can bring forward claims that they may have been able to raise under their own application however they must properly identify the issues and serve them upon both the LTB and the Landlord no later than seven days prior to the hearing. In this circumstance, the issues were not properly put before the LTB, nor were they properly put before the Landlord. For this reason, the Tenant's issues under section 82 of the Act shall not be considered. The Tenant may make their own application to the LTB to address these issues.

Relief From Eviction

12. The Tenant is on ODSP and testified that he has enough income to pay ongoing rent.
13. The Tenant testified that he does maintenance and repairs for seniors in his area to generate additional income, however, admitted that stressors in the economy such as inflation have caused much of his work to dry up due to his customers having to concentrate their funds on necessities.
14. The Tenant sought a payment plan, however, did not provide any evidence of any income in addition to the social assistance he receives on a regular basis, of which he had already admitted was only enough to cover current rent.
15. The Tenant had admitted that they had not made any recent attempts to contact any social services that may be able to assist him in his rent arrears.
16. The Landlord is seeking an order for arrears and termination. The Landlord stated on multiple occasions that he liked the Tenant and sympathized with his circumstances, however, no longer wanted the tenancy to continue. At the hearing, the Landlord was informed that pursuant to section 74 of the Act, an order for arrears can be voided if a tenant pays the full amount owing.
17. In *Matthews v. Algoma Timberlakes Corp.*, 2010 ONCA 468 (CanLII), [2010] O.J. No. 2710 (C.A.) ("Matthews"), the Court of Appeal for Ontario ruled, at paragraph 22: "Given the remedial nature of the Act, its provisions must be interpreted liberally to ensure the realization of its objectives." At paragraph 32, the Court of Appeal concluded: "The purpose of the legislation is to provide protection to tenants." In other words, terminating a tenancy and evicting a tenant from a rental unit is a remedy of last resort.

18. When I consider the Tenant's circumstances such as the amount of arrears owing, the fact that the tenancy started on May 1, 2017 (over 9 years ago), and the prejudice to the Tenant if evicted, I am satisfied that some relief is appropriate, if at least to give the Tenant additional time to access services that may help him preserve the tenancy.
19. However, I do not have sufficient reason to grant a payment plan, as sought by the Tenant. He was unable to provide proof of sufficient income to support a payment plan that could be feasibly completed within a reasonable amount of time.
20. 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 July 19, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$2,984.60 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$3,909.25 if the payment is made on or before July 19, 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 19, 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 19, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$1,313.71. 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 \$30.40 per day for the use of the unit starting June 3, 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 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 20, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before July 19, 2026, then starting July 20, 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 July 20, 2026.

June 19, 2026
Date Issued

Robert Brown
Vice Chair, Landlord and Tenant Board

Chris Dickson
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 January 20, 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	\$4,423.25
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,624.65
Total the Tenant must pay to continue the tenancy	\$2,984.60

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 19, 2026

Rent Owing To July 31, 2026	\$5,347.90
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,624.65
Total the Tenant must pay to continue the tenancy	\$3,909.25

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

Rent Owing To Hearing Date	\$3,559.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,624.65
Less the amount of the last month's rent deposit	- \$800.00
Less the amount of the interest on the last month's rent deposit	- \$7.04
Total amount owing to the Landlord	\$1,313.71
Plus daily compensation owing for each day of occupation starting June 3, 2026	\$30.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	