



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-029072-26

In the matter of: Basement, 3227 Queen Frederica Dr.
Mississauga, ON L4Y 2Z9

Between: Gaziz Yermakov Landlord

And

Khevon Renesha Rabathaly Tenant

Gaziz Yermakov (the 'Landlord') applied for an order to terminate the tenancy and evict Khevon Renesha Rabathaly (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 10, 2026.

Only the Landlord attended the hearing.

As of 1:50 p.m., the Tenant was not present, nor 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.

Preliminary Issue:

1. Subsection 212(2) of the *Residential Tenancies Act, 2006* (the 'Act') states that an error in the contents of a form, notice or document still constitutes substantial compliance with the Act as long as the error does not significantly prejudice a party's ability to participate in a proceeding.
2. At the outset of the hearing, I raised a concern that the N4 Notice of Termination ('N4 Notice') on page 2 states that the Tenant paid March 2026 rent by using the last month's rent deposit. The last month's rent deposit is applied to the last month of the tenancy and not to a random month which remains unpaid.
3. The Landlord testified that he was unaware that the last month's rent deposit cannot be applied like this. The Tenant is aware of the Landlord applied the last month's rent deposit and did not raise any objections. Text messages to support that were submitted.
4. I believe a reasonable person would not be confused in understanding that March's rent was unpaid and that the Landlord applied the last month's rent deposit towards March's rent as it is clearly specified in the N4 notice. I am satisfied the clerical error on the notice

constitutes substantial compliance as it does not significantly prejudice the Tenants' ability to know the case that must be met and to participate in 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 \$1,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.25. This amount is calculated as follows: \$1,650.00 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 June 30, 2026, are \$5,870.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. I have considered all 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
10. The Tenant was not present at the hearing to share evidence with respect to their circumstances. The Tenant has not made any rent payments, and the rent arrears have increased since the application was filed. There is no reason before me to delay or deny eviction.

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:**
 - \$6,056.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,706.00 if the payment is made on or before July 3, 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 3, 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 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,958.50. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$54.25 per day for the use of the unit starting June 11, 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 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 3, 2026, then starting July 4, 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 4, 2026.

June 22, 2026
Date Issued

Sheena Brar
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 4, 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 26, 2026:

Rent Owing to June 30, 2026	\$5,870.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,056.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 3, 2026

Rent Owing To July 31, 2026	\$7,520.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,706.00

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

Rent Owing to Hearing Date	\$4,762.50
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,948.50
Plus, daily compensation owing for each day of occupation starting June 11, 2026	\$54.25 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	