



Order under Section 69 Residential Tenancies Act, 2006

Citation: Dvornikov v Arosh, 2026 ONLTB 47530

Date: 2026-06-19

File Number: LTB-L-012099-26

In the matter of: 24 NAPANEE ST
RICHMOND HILL ON L4E0X3

Between: Elena Dvornikov Landlords
Victor Dvornikov

And

Eli Arosh Tenants
Anna Skorik

Elena Dvornikov and Victor Dvornikov (the 'Landlords') applied for an order to terminate the tenancy and evict Eli Arosh and Anna Skorik (the 'Tenants') because:

- the Landlords in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on April 30, 2026.

The Landlords, the Landlords' Representative, Anat Fraimovich, and the Tenant, Eli Arosh, attended the hearing.

Determinations:

1. As explained below, the Landlords has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all of the disclosed circumstances in accordance with s. 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until September 30, 2026, pursuant to s. 83(1)(b) of the Act.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On January 21, 2026, the Landlords gave the Tenants an N12 notice of termination deemed served January 26, 2026 with the termination date of March 31, 2026. The Landlords claim that they require vacant possession of the rental unit for the purpose of their own residential occupation.

4. The rental unit is described as a two-story townhouse with an unfinished basement and one-car garage. The unit also contains three bedrooms and two-and-a-half bathrooms.
5. The Landlords testified that they are recent immigrants to Canada, having arrived in April 2026. The rental unit is the only property they own in Canada, and all their belongings were shipped and expected to arrive the first week of May 2026. The Landlords intend to live in the rental unit long-term for the foreseeable future and build their life in Canada.
6. The Landlords are seniors currently living with their daughter, her husband, and their daughter in the daughter's three-bedroom home. The Landlords described the current accommodation arrangement as very cramped and stressful. The Landlord, Elena Dvornikov ('ED'), has sleep apnea and requires an assisted device in another room to help her sleep and not wake up her husband, the other Landlord, Victor Dvornikov ('VD'). Due to space restrictions, both Landlords currently must sleep in the same room, and ED has foregone using the sleep apnea device to her detriment so VD can sleep. The Landlords reiterated their intention to move into the unit for their own space and well being.
7. At the hearing, the Tenants did not dispute the Landlords' genuine intention to occupy the unit.
8. Having considered the parties' evidence and submissions, I am satisfied on the balance of probabilities that the Landlords in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year, as they have recently moved to Canada and wish to build their new life in the rental unit.

Compensation & Deposit:

9. The Landlords have not compensated the Tenants an amount equal to one month's rent and the termination date has passed.
10. Subsection 190(2) of the Act gives the Board discretion to extend the time for the Landlords to pay the compensation.
11. The parties do not dispute that the Landlords attempted to compensate the Tenants with one month's rent totaling \$2,383.00 via electronic transfer on March 26, 2026. The Tenant confirmed that they did not accept the compensation as they wanted to wait until a hearing on the merits of the application was held. Consequently, I am satisfied that the Landlords made a good faith effort to pay the required compensation prior to the termination date in accordance with sections 48.1 and 55.1 of the Act. Therefore, I find it appropriate in the circumstances to exercise my discretion under s. 190(2) of the Act to extend the time for the Landlords to pay the compensation until September 30, 2026.
12. The Landlords collected a rent deposit of \$2,150.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$306.82 is owing to the Tenants for the period from August 1, 2018 to April 30, 2026.

Relief from Eviction:

13. 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 September 30, 2026 pursuant to subsection 83(1)(b) of the Act.
14. The Landlords reiterated their need as seniors to move into the unit in a timely manner due to their current cramped accommodations and stressful sleeping arrangements.
15. The Tenant moved into the unit a little under eight years ago and currently lives there with his wife, three-year-old daughter, and three-week-old baby. His wife endured a high-risk pregnancy with complications that impacted their ability to look for a new unit as his wife was on bedrest. Their child was born via emergency delivery, and his wife is scheduled for another procedure six weeks after giving birth. Both their children have also, unfortunately, become ill. Consequently, the Tenant lost work in order to look after his family, which has put a strain on their budget for a new unit. The Tenant has sought the assistance of a real estate agent; however, they are having difficulty trying to find a unit in the family's price range. The Tenant is also working two jobs in order to support his family.
16. The Tenant testified that his eldest daughter has non-verbal autism and has only recently started speech therapy. Change is incredibly difficult for her to manage, as exemplified when she started daycare. Thus, moving to a new home will cause her considerable stress. Though the Tenants would like to downsize to a more affordable unit, they require a three-bedroom home for their family's needs. They also need to stay in the general area for their children's therapies and treatments. The Tenants therefore requested five to six months to secure another unit.
17. Given the Tenants' personal, health, and financial circumstances, I find it reasonable to postpone the eviction until September 30, 2026. While the Landlords are currently in cramped accommodations, they are not in danger of losing those accommodations. Furthermore, no supporting medical documentation was submitted to show the severity of the impact their sleeping arrangements currently have on their health. The Tenants, however, will need additional time to locate another unit that can meet their child's special needs and that is also within their budget. I find three months to be a reasonable amount of time to afford the Tenants this opportunity while also trying to minimize prejudice to the Landlords.

It is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated. The Tenants must move out of the rental unit on or before September 30, 2026.
2. If the unit is not vacated on or before September 30, 2026, then starting October 1, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after October 1, 2026.
4. The Landlords shall pay the Tenants \$2,383.00 in compensation.

5. If the Landlords do not pay the Tenant the full amount owing on or before September 30, 2026, the Landlords will start to owe interest. This will be simple interest calculated from October 1, 2026 at 4.00% annually on the balance outstanding.

June 19, 2026

Date Issued

Fotoula Hatzantonis

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 of the Tenants expires on April 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.