



## **Order under Section 78(6) Residential Tenancies Act, 2006**

**Citation:** Papakiriazis v Dimitropoulos, 2023 ONLTB 70570

**Date:** 2023-10-20

**File Number:** LTB-L-046831-23

**In the matter of:** 222, 135 STATION STREET  
BELLEVILLE ONTARIO K8N0T4

**Between:** Ken Papakiriazis Landlords  
KGF Capital

**And**

Christine Dimitropoulos Tenant

Ken Papakiriazis and KGF Capital (the 'Landlords') applied for an order to terminate the tenancy and evict Christine Dimitropoulos (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on May 10, 2023 with respect to application LTB-L-016766-23.

A hearing was held by videoconference on August 15, 2023 to consider this application.

The Landlord's Agent, Matt Longo, and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the hearing.

### **Determinations:**

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.
2. The application was sent to a hearing to determine whether the Landlords' position was that the Tenant breached the condition to pay the lawful monthly rent in full on or before

June 1, 2023. Page 7 of the Landlords' L4 application for an *ex parte* order indicated that the Tenant paid \$2,180.00 for the June rent however this payment was short by \$105.00.

3. The Landlord's Agent submitted that the Tenant paid \$105.00 on June 30, 2023. He submitted the Tenant did not pay the lawful monthly rent for July 1, 2023 until July 18, 2023 and further, the Tenant did not provide to the Landlord the payment of \$1,070.00 for the rent arrears which was due on July 20, 2023.
4. The Tenant conceded that she did not pay the monthly rent in full on June 1, 2023 and stated it was not paid in full until June 30, 2023. As such, I am satisfied that the Tenant has not met the following condition specified in the order:

*The Tenant failed to pay the rent for June 2023 in full and on or before June 1, 2023.*

5. It was undisputed that the rent arrears to July 31, 2023 are \$3,355.00. The Tenant testified she can pay the rent arrears owing (\$1,070.00) and the monthly rent for August 2023 (\$2,285.00) on or before August 18, 2023.
6. On August 24, 2023, the Landlord's Agent sent an email to the Board as an unsolicited post hearing submission. I am not satisfied that the Tenant received a copy of this email as there is no email address on file for the Tenant and I am unable to confirm the email addresses included in this post-hearing submission. As such, I did not consider this submission in my decision.

#### Arrears of rent owing

7. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlords are entitled to request an order for the payment of arrears owing.
8. The Tenant was ordered to pay \$3,070.00.00 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$1,070.00 and that amount is included in this order. This order replaces order LTB-L-016766-23.
9. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from June 1, 2023 to August 15, 2023.

#### Relief from eviction

10. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection

83(1) of the Act however, this shall be a voidable order to afford the Tenant more time to pay the full outstanding amount owing to the Landlord or find alternative housing.

The Rent Deposit

11. The Landlords collected a rent deposit of \$2,285.00 from the Tenant and this deposit is still being held by the Landlord.
12. Interest on the rent deposit is owing to the Tenant for the period from December 6, 2022 to August 15, 2023.
13. The amount of the rent deposit and interest on the rent deposit are applied to the amount the Tenant is required to pay.

Daily Compensation

14. The Landlords are entitled to daily compensation from starting August 16, 2023 until the date the Tenant moves out of the unit at a daily rate of \$75.12. This amount is calculated as follows: \$2,285.00 x 12 months, divided by 365 days.

**It is ordered that:**

1. Order LTB-L-016766-23 is cancelled.
2. The tenancy between the Landlords and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$7,925.00 if the payment is made on or before October 31, 2023. See Schedule 1 for the calculation of the amount owing.
4. 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 October 31, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
5. **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 October 31, 2023.**
6. The Tenant shall also pay the Landlord compensation of \$75.12 per day for the use of the unit starting August 16, 2023 until the date the Tenant moves out of the unit.

**File Number:** LTB-L-046831-23

7. If the Tenant does not pay the Landlord the full amount owing on or before October 31, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2023 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before October 31, 2023, then starting November 1, 2023, 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 November 1, 2023.

**October 20, 2023**

**Date Issued**

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

---

Susan Priest

Member, Landlord and Tenant Board

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 Tenant expires on May 1, 2024 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 October 31, 2023**

Rent Owing To October 31, 2023	\$11,239.00
Application Filing Fee	\$186.00
Arrears owing from previous order	\$1,070.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$4,570.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$7,925.00</b>

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

Rent Owing To Hearing Date	\$5,696.80
Application Filing Fee	\$186.00
Arrears owing from previous order	\$1,070.00
<b>Less</b> the amount the Tenant paid to the Landlords since the application was filed	- \$4,570.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$2,285.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$39.60
<b>Total amount owing to the Landlords</b>	<b>\$58.20</b>
Plus daily compensation owing for each day of occupation starting August 16, 2023	\$75.12 (per day)