



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** DEMANGELOS v PAPPAS, 2023 ONLTB 29266

**Date:** 2023-06-15

**File Number:** LTB-L-049899-22

**In the matter of:** 63B BENSON AVENUE  
RICHMOND HILL ONTARIO L4C4E5

**Between:** A DEMANGELOS Landlord

**And**

OLYMPIA PAPPAS Tenant

A DEMANGELOS (the 'Landlord') applied for an order to terminate the tenancy and evict OLYMPIA PAPPAS (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on March 20, 2023.

The Landlord's Agent, Sotiere Demangelos and the Tenant attended the hearing.

The Tenant spoke with Duty Counsel prior to the hearing.

**Determinations:**

1. *Note, this order was originally written for mailing April 7, 2023. I just came to this Member's attention that the original order, inadvertently, was not sent for mailing, therefore this order has been amended to reflect current dates.*
2. The Tenant has persistently failed to pay the rent on the date it was due; the rent is due on the 1<sup>st</sup> day of each month.
3. The Tenant was in possession of the rental unit on the date the application was filed.

4. Due to the persistently late payment of rent, on March 31, 2022, the Landlord gave the Tenant an N8 notice of termination. The notice has a termination date of May 31, 2022, and sets out that from March 2021 to March 30, 2022, the Tenant was late all 13 months.
5. The Landlord's Agent testified that since the N8 was served, the Tenant has paid the rent within 2 to 3 days of when it is due, which the Landlord considers to be on-time. The Landlord is requesting termination of the tenancy due to loss of faith in the landlord/tenant relationship as he cannot be sure the Tenant will continue to pay on time.
6. The Tenant does not dispute that he has been paying a few days past the due date; he intends on giving the Landlord post-dated cheques to avoid this problem in the future.

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7. The Landlord incurred costs of \$201.00 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 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. There is no prejudice to the Landlord if the Tenant is required to pay on time with a breach clause.
10. This order contains all the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord the lawful monthly rent in full and on time for the period July 1, 2023 through June 1, 2024.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
5. The total amount the Tenant owes the Landlord is \$201.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before June 19, 2023, the Tenant will start to owe interest. This will be simple interest calculated from June 20, 2023 at 6.00% annually on the balance outstanding.

**June 15, 2023**

**Date Issued**

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Diane Wade

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.

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