



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

File Number: LTB-L-095700-25

In the matter of: Bsmt, 56 BICKNELL AVE
Toronto ON M6M4G5

Between: Raymond Garces Landlords
Tereza Kranjec

And

Dan Mihalache Tenant

Raymond Garces and Tereza Kranjec (the 'Landlords') applied for an order to terminate the tenancy and evict Dan Mihalache (the 'Tenant') because:

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

This application was heard by videoconference on December 16, 2025.

The Landlord's legal representative, Alon Gray and the Tenant attended the hearing. The Tenant was accompanied by Michelle Ellerton who is not a tenant but resides in the rental unit with the Tenant.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, I have granted termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 6, 2025, the Landlord gave the Tenant an N8 notice of termination effective December 31, 2025. The notice of termination contains the following allegation: that the Tenant paid the rent late 10 of the 10 months in the period January 2025 to October 2025.
4. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent for January 2025 was paid on January 6th, the February rent was paid on February 3rd, the March rent was paid on March 4th, the April rent was paid on April 7th, the May rent was paid on May 6th, the June rent was paid on

June 4th, the July rent was paid on July 7th. The Tenant failed to pay rent in August, September and October 2025.

5. Subsequent to being served with the N8, the Tenant has not paid rent in November or December. At the hearing, the Tenant acknowledged that he owes almost \$10,000.00 in unpaid rent.
6. As an explanation for the non-payment, the Tenant testified that he has been paid by the Landlord to maintain the property. He stated that in 2023 he was paid \$46.00 per month. In 2024 he testified that he was paid \$96.00 per month. He stated that although he did maintenance work in 2025 he has not been paid for this work. The Tenant did not provide any supporting evidence for this assertion.
7. Even if this arrangement has existed, the amount the Tenant believes that he is owed is far less than the amount of monthly rent and further, the failure of the Landlord to pay the Tenant for work performed at the residential complex cannot be addressed by withholding rent.
8. As well, the Tenant testified that there has been a flood in his unit which has damaged his floors and that the Landlord has failed to co-operate with his insurance company in fixing the floors. The Tenant adduced no evidence in support of his claim and furthermore a dispute about maintenance does not entitle the Tenant to withhold rent.
9. The Tenant earns between \$2000.00 and \$4000.00 gross per month and his partner Michelle receives \$690.00 in social assistance benefits. It may be that the Tenant cannot afford the \$19945.00 rent in this unit.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord has filed an L1 application (LTB-L-100801-25) which is scheduled to be heard on February 9, 2026 and the Landlord's representative asked that the issues of daily compensation and the last month's rent deposit be deferred to that hearing.
12. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Included in my consideration is the fact that the Tenant has not only been persistently late in the payment of rent but he has also, on his evidence, withheld rent for 5 months. Further, based on the Tenant's own evidence about income it appears that the financial viability of this tenancy is questionable.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before January 20, 2026.

2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 2026, the Landlord 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 Landlord on or after January 21, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

Christina Budweth
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 Tenant expires on July 21, 2026 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.