



Order under Section 69 Residential Tenancies Act, 2006

Citation: Lazarou v Mitchell, 2026 ONLTB 1280

Date: 2026-01-05

File Number: LTB-L-084472-25

In the matter of: A, 311 JANE ST
Toronto ON M6N3Z3

Between: Constantina Lazarou

Landlord

And

Timothy Justin Mitchell
Tammy Davis
Brandon Mitchell

Tenant

Constantina Lazarou (the 'Landlord') applied for an order to terminate the tenancy and evict Timothy Justin Mitchell, Tammy Davis and Brandon Mitchell (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 22, 2025.

The Landlord Constantina Lazarou, the Landlord's Legal Representative Robertson Boyle, and the Tenants Tammy Davis and Brandon Mitchell attended the hearing.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 \$2,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$75.62. This amount is calculated as follows: \$2,300.00 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 December 31, 2025, are \$13,800.00.
7. The Landlord collected a rent deposit of \$2,300.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$66.32 is owing to the Tenant for the period from October 28, 2024 to December 22, 2025.
9. The Tenant, Tammy Davis, testified that she fell into arrears due to losing her job in March 2025, and losing the support of her partner in June 2025. The Tenant has been using her savings to pay for expenses. Her son has special needs. The Tenant requested an extension of the eviction to find a rental unit within the same neighbourhood so her son can continue attending the special needs program at his current school.
10. The Landlord's Representative submitted that the Landlord is a senior and relies on the rent to pay for the mortgage and her personal expenses. The rent arrears are substantial, and have caused the Landlord financial hardship, affecting her lifestyle.
11. The Tenant has had since summer of 2025 to find a new job or apply for external supports. It was unclear why she was unable to do so in this significant time period. The Tenant's current income does not support any prospect of repayment. As the Landlord is holding a last month's rent deposit, I find it appropriate to extend the termination date to January 31, 2026. However, I find it prejudicial to the Landlord to extend the termination further.
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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) of the Act.

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:**
 - \$16,100.00 if the payment is made on or before January 31, 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 January 31, 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 January 31, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,797.32. This amount includes rent arrears owing up to the date of the hearing. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting December 23, 2025 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 January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

January 5, 2026
Date Issued

Kate Sinipostolova
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 August 1, 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.

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 January 31, 2026

Rent Owing To January 31, 2026	\$16,100.00
Total the Tenant must pay to continue the tenancy	\$16,100.00

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

Rent Owing To Hearing Date	\$13,163.64
Less the amount of the last month's rent deposit	- \$2,300.00
Less the amount of the interest on the last month's rent deposit	- \$66.32
Total amount owing to the Landlord	\$10,797.32
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$75.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	