



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

**Citation:** MLYM Inc. v Riga, 2026 ONLTB 2441

**Date:** 2026-01-09

**File Number:** LTB-L-062520-25

**In the matter of:** 1407, 17 FARMSTEAD RD  
Toronto ON M2L2G1

**Between:** MLYM Inc. Landlord

**And**

Maria-Eleni Riga Tenants  
Nikitas Kalostos

MLYM Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Maria-Eleni Riga and Nikitas Kalostos (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on October 28, 2025.

Only the Landlords' legal representatives Monica Haiu and Faith McGregor attended the hearing.

As of 11:02 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **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, the tenancy between the Landlord and the Tenants is terminated effective January 20, 2026.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N8 Notice of Termination – Persistently Late

3. On July 3, 2025, the Landlord gave the Tenants an N8 notice of termination deemed served on July 8, 2025. The notice of termination contains the following allegations: the Tenants paid rent late each month between July 2024 and June 2025. The rent was late by eight to twenty-four days.
4. The Tenants have 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 has been paid late 12 times in the past 12 months. Rent was paid July 21, August 21, September 8, October 14, November 18, December 14, 2024 and January 23, February 20, March 24, April 22, May 23, and June 20, 2025.
5. July 2025 rent was paid on July 18, 2025 and August, September, and October rent were unpaid as of the date of the hearing.
6. The Landlord submitted that they give reminders when rent is overdue inviting Tenants to contact the office. No response was received from the Tenants.

Daily compensation, NSF charges, rent deposit

7. The Tenants were required to pay the Landlord \$2,433.76 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to October 28, 2025.
8. Based on the monthly rent, the daily compensation is \$86.92. This amount is calculated as follows: \$2,643.84 x 12, divided by 365 days.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Landlord collected a rent deposit of \$2,640.97 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$54.45 is owing to the Tenants for the period from January 1, 2025 to October 28, 2025.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from eviction

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.
13. The Landlord was unaware of any circumstances of the Tenants that would lead me to delay or deny an eviction. Because the Tenants did not attend the hearing, I do not have benefit of any submission to consider.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants 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 Tenants shall pay to the Landlord \$2,433.76, which represents compensation for the use of the unit from October 1, 2025 to October 28, 2025.
5. The Tenants shall also pay the Landlord compensation of \$86.92 per day for the use of the unit starting October 29, 2025 until the date the Tenants move out of the unit.
6. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The Landlord owes \$2,695.42 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Tenants.
8. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount the Landlord is entitled to for daily compensation for the month of October 2025 by \$75.66.
9. However, the Landlord is authorized to deduct from amount owing to the Tenants \$86.92 per day for compensation for the use of the unit starting October 29, 2025 to the date the Tenants move out of the unit.
10. As of the date of the hearing, the Landlord claims that the Tenants are in arrears of rent. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

**January 9, 2026**  
**Date Issued**

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Margo den Haan  
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.