



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

**File Number:** LTB-L-095495-25

**In the matter of:** 519 POINT ANNE RD  
BELLEVILLE ON K8N4Z4

**Between:** TOM BORETSKI Landlord  
MARINA YEOTES-BORETSKI

**And**

SHAUN VASSILAKIS Tenant  
CHERYL VASSILAKIS

TOM BORETSKI and MARINA YEOTES-BORETSKI (the 'Landlord') applied for an order to terminate the tenancy and evict SHAUN VASSILAKIS and CHERYL VASSILAKIS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 27, 2026.

The Landlord Marina Yeotes-Boretski and the Landlord's Legal Representative L. Janet Vanvolkenburg Tenant Shaun Vassilakis 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.

**Determinations:**

*Section 82*

1. At the hearing, the Tenant made a request to raise issues related to tenant's rights pursuant to section 82 of the Residential Tenancies Act, 2006, S.O. 2006, c.17 (the 'Act'). Section 82 provides that at a hearing of a Landlord's application for non-payment of rent, a Tenant may raise any issue that could otherwise be the subject of a Tenant's application.
2. Both the Act and the Board's Rules of Procedure require that the Tenant either give written notice to the Board and the Landlord at least 7 days prior to hearing, along with copies of all documents, pictures and other evidence that the tenant intends to rely upon at the hearing or give an explanation satisfactory to the Board explaining why they could not comply with those requirements. The Rules of Procedure provides that where a Tenant

fails to meet these requirements, the Tenant shall not be permitted to raise issues under sections 82(1) of the Act.

3. It was not disputed by the parties that the Tenant failed to notify the Landlord of their intent to raise issues under Section 82 of the Act in writing at least 7 days prior to the hearing. However, the Tenant testified that he uploaded many pictures to the Tribunals Ontario Portal. I am not satisfied that this misapprehension constitutes a satisfactory explanation as to why the Tenant could not comply with the rules. Therefore, I declined to allow the Tenant to raise issues under Section 82 of the Act. I also note that while the Tenant has uploaded many photographs, they did not provide the Board with a clear indication they intended to raise issue under Section 82 of the Act.

#### *The L1*

4. 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
8. The Tenant has not made any payments since the application was filed.
9. The rent arrears owing to January 31, 2026 are \$18,000.00. At the hearing the Tenant disputed the quantum owing on the basis that they had paid 5 months to the Landlord upfront at the commencement of the tenancy. The Tenant testified that in exchange the Landlord promised to give them one free month of rent, but did not specify which month this would be.
10. I am not satisfied that the Tenant has demonstrated that they were promised one month of free rent in exchange for prepayment. The Landlord's Legal Representative denied any such agreement, and the Tenant could not direct me to any documentation verifying this agreement. I also note that according to the Tenant's own testimony there was no specific month agreed to by the parties which would be waived by the Landlord, therefore I am not satisfied that the Tenant has demonstrated that they were entitled to one-month free rent.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.
13. At the hearing the Landlord sought a standard order and the Tenant a payment plan or a delayed order to March 31, 2026.
14. The Tenant testified that he owns a moving company, however he tore his ACL in May 2025 and has not been able to work since then, surviving on savings. He testified that his

doctor has informed him that he should be able to return to work in March 2026. The Tenant testified to having a couple thousand dollars in savings, and monthly expenses of approximately \$4665 inclusive of rent. The Tenant proposed that he could pay \$4000 towards the arrears in February 2026 and make larger payments thereafter.

15. I am not satisfied that the payment plan, or the tenancy is viable. The Tenant does not have any income currently, and his testimony about returning to work is speculative and unsupported by any documentation. Accordingly, as the Tenant does not appear to have adequate funds in savings to support the payment plan, I am not satisfied that it either the payment plan or tenancy is viable.
16. 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 February 28, 2026 pursuant to subsection 83(1)(b) of the Act. The Tenant testified that there are 6 children living in the rental unit and they have been unable to enjoy the rental unit due to ongoing maintenance issues. The Landlord did not attempt to negotiate a payment plan with the Tenant. In consideration of these circumstances, and the Tenant's injury I am satisfied that a delay to February 28, 2026, is appropriate. In consideration of the quantum outstanding and lack of payments made I find any further delay would be unduly prejudicial to the Landlord.

**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:**
  - \$21,186.00 if the payment is made on or before February 28, 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 February 28, 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 February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,849.01. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting January 28, 2026 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

**February 4, 2026**  
**Date Issued**

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Reid Jackson  
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 September 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 February 28, 2026**

|                                                          |                    |
|----------------------------------------------------------|--------------------|
| Rent Owing To February 28, 2026                          | \$21,000.00        |
| Application Filing Fee                                   | \$186.00           |
| <b>Total the Tenant must pay to continue the tenancy</b> | <b>\$21,186.00</b> |

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

|                                                                                                                     |                      |
|---------------------------------------------------------------------------------------------------------------------|----------------------|
| Rent Owing To Hearing Date                                                                                          | \$17,663.01          |
| Application Filing Fee                                                                                              | \$186.00             |
| <b>Total amount owing to the Landlord</b>                                                                           | <b>\$17,849.01</b>   |
| Plus daily compensation owing for each day of occupation starting January 28, 2026                                  | \$98.63<br>(per day) |
| **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00. |                      |