



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

File Number: LTB-L-096676-25

In the matter of: Basement Unit, 473 GIBBONS ST
OSHAWA ON L1J4Z3

Between: TIAN HAO FAN Landlord

And

Panagiotis Nektarios Crapopoulos Tenants
Renaldo Anguy Swaby

TIAN HAO FAN (the 'Landlord') applied for an order to terminate the tenancy and evict Panagiotis Nektarios Crapopoulos and Renaldo Anguy Swaby (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 28, 2026.

The Landlord and one of the Tenants, Panagiotis Nektarios Crapopoulos (PNC), attended the hearing.

Determinations:

1. There was no dispute that the Tenants are jointly and severally liable in this tenancy.
2. PNC stated that he vacated the rental unit on August 10, 2025 and on August 12, 2025 provided the Landlord with a Tenant's Notice to End my Tenancy Because of Fear of Sexual or Domestic Violence and Abuse (N15 Notice) pursuant to subsection 47.1 of the *Residential Tenancies Act, 2006* (the 'Act'). The termination date in the N15 Notice was August 10, 2025. The Tenant also provided the Landlord with a statement in accordance with subsection 47.3(5) of the Act.
3. Subsection 47.1(1) of the Act provides that:

Despite subsections 44 (2) to (4) and section 47, a tenant may terminate a monthly or yearly tenancy or a tenancy for a fixed term by giving notice of termination to the landlord in accordance with this section if,

(a) the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse; or

(b) a child residing with the tenant is deemed under subsection 47.3 (1) to have experienced violence or another form of abuse.

4. Subsection 47.1(2) of the Act provides that:

A joint tenant who meets the requirement in clause (1) (a) or (b) may,

(a) give a notice of termination of the tenancy under subsection (1), provided the notice is given jointly with all the other joint tenants; or

(b) give a notice of termination of his or her interest in the tenancy under subsection 47.2 (1).

5. Subsection 47.1(3) of the Act provides that:

A notice under subsection (1) shall be given at least 28 days before the date the termination is specified to be effective.

6. Subsection 47.1 of the Act permits a joint tenant to terminate their interest in the tenancy if they have experienced violence or another form of abuse by another tenant living in the rental unit by giving a N15 Notice. In this case, there was no dispute that the termination date in the N15 Notice was not at least 28 days after it was given to the Landlord as required by subsection 47.1(3) of the Act.

7. In accordance with section 37 of the Act, a tenancy may be terminated only in accordance with the Act or upon agreement of the parties. Since the Tenant's N15 Notice did not comply with the Act, I find that it was invalid and PNC interests in the tenancy or the tenancy was not lawfully terminated and therefore he still has the right to occupy the rental unit. There was no dispute that the Landlord has not received vacant possession from the Tenants.

8. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.

9. As of the hearing date, the Tenants was still in possession of the rental unit.

10. The lawful rent is \$1,800.00. It is due on the 1st day of each month.

11. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.

12. The Tenants has not made any payments since the application was filed.

13. The rent arrears owing to January 31, 2026 are \$5,150.00.

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

15. The Landlord collected a rent deposit of \$1,800.00 from the Tenants 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.
16. Interest on the rent deposit, in the amount of \$20.30 is owing to the Tenants for the period from July 17, 2025 to January 28, 2026.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
18. The Landlord requested a standard eleven day eviction order. PNC has already vacated and there were no known circumstances provided in which to delay or deny the eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants voids this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,136.00 if the payment is made on or before February 15, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after February 15, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants does not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 15, 2026.**
5. If the Tenants does not void the order, the Tenants shall pay to the Landlord \$3,372.74. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$59.18 per day for the use of the unit starting January 29, 2026 until the date the Tenants moves out of the unit.
7. If the Tenants does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 15, 2026, then starting February 16, 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 16, 2026.

February 4, 2026
Date Issued

Lisa Del Vecchio
Member, Landlord and Tenants 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 16, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 15, 2026

Rent Owing To February 28, 2026	\$6,950.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$7,136.00

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

Rent Owing To Hearing Date	\$5,007.04
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,800.00
Less the amount of the interest on the last month's rent deposit	- \$20.30
Total amount owing to the Landlord	\$3,372.74
Plus daily compensation owing for each day of occupation starting January 29, 2026	\$59.18 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	