



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

File Number: LTB-L-069632-25

In the matter of: 610, 1 PALACE PIER CRT
ETOBICOKE ON M8V3W9

Between: Risojevic Bojan Landlord
Marica Selak

And

Nick Stefanidis Tenant

Risojevic Bojan and Marica Selak (the 'Landlord') applied for an order to terminate the tenancy and evict Nick Stefanidis and G.D. (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on October 23, 2025.

Only the Landlord's, and the Landlord's Legal Representative, Jorge Andres Steinmetz, attended the hearing. The Legal Representative for the Former Tenant, Marian Lippa, attended as well.

As of 3:24p.m., the Tenant was 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:

Preliminary Issue: Who are the proper respondents?

1. At the hearing, the preliminary issue of who the proper respondents were was raised by the Landlord's Legal Representative, and the former Tenant's (G.D.) Legal Representative, Marian Lippa.
2. G.D.'s Legal Representative stated that her client was inappropriately named as a respondent as she had moved out of the rental unit on July 31, 2025, prior to the date the application was filed.
3. The Landlord's Legal Representative concurred that they had erred in having G.D. named as a respondent and sought to have her removed.

4. Based on the evidence of the Landlord, I have amended the application as the Tenant was not in possession of the rental unit when the application was filed.

Preliminary Issue: Tenant is in possession

5. The Landlord's Legal Representative then sought to establish that the Tenant remains a Tenant in possession. However, the Tenant has not resided in the rental unit since September 2024 due to a criminal restriction.
6. The Landlord's Legal Representative referenced an email sent on June 23, 2025 by the Tenant in which the Tenant confirms that there are no changes on his end in terms of his intentions to stay.
7. The Landlord RB testified that he had telephone conversations with the Tenant on August 6th and August 9th 2025. During these conversations the Tenant stated that he intended to return to the rental unit.
8. A third telephone conversation occurred on September 3rd, 2025, during which the Tenant mentioned he may not return to the rental unit, however when arrears were discussed the Tenant stated he was not going to move out and would drag the process out. The transcript of this telephone conversation was entered into evidence.
9. The Landlord RB stated that he texted the Tenant on September 5, September 9 and September 10, 2025 to persuade the Tenant to sign an N9 notice of termination and to move out of the rental unit, and also asked how the Landlord could help him get his belongings in the rental unit. The Landlord also advised the Tenant of the hearing date and time. The Tenant did not respond.
10. Based on the evidence of the Landlord, I am satisfied that the Tenant remains a Tenant in possession of the rental unit as contemplated by the Court of Appeal in *1162994 Ontario Inc. v. Bakker*, 2002 CanLII 59995 (ONCA). The Tenant still has furniture in the rental unit and has not returned the keys to the rental unit. More importantly, I accept the Landlords' hearsay evidence regarding their discussions with the Tenant between June 23, 2025 and September 3, 2025. I accept that although the Tenant has not been living in the rental unit due to the criminal restrictions, he consistently expressed an intention to return to the rental unit once he was permitted to do so. In these circumstances, I am satisfied that the Tenant remains in possession.

L1 Application

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$4,500.00. It is due on the 1st day of each month.

14. Based on the Monthly rent, the daily rent/compensation is \$147.95. This amount is calculated as follows: \$4,500.00 x 12, divided by 365 days.
15. The Tenant has not made any payments since the application was filed.
16. The rent arrears owing to October 31, 2025 are \$13,500.00.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$4,500.00 from the Tenant and the former Tenant G.D. This deposit was applied to July 2025 rent on consent of all parties. There is no current rent deposit.
19. Interest on the rent deposit, in the amount of \$214.54 is owing to the Tenant for the period from September 5, 2023 to July 31, 2025.

Section 83 Considerations

20. The Landlord attempted to negotiate a payment plan with the Tenant during the month of August 2025, however the Tenant did not respond.
21. The Landlord is not aware of any relevant section 83 considerations.
22. 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 Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) 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:**
 - \$18,186.00 if the payment is made on or before November 30, 2025. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$22,686.00 if the payment is made on or before December 5, 2025. 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 December 5, 2025 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 December 5, 2025.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$12,374.31. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$147.95 per day for the use of the unit starting October 24, 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 December 5, 2025, the Tenant will start to owe interest. This will be simple interest calculated from December 6, 2025 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 5, 2025, then starting December 6, 2025, 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 December 6, 2025.

February 10, 2026

Date Issued

Allana McComb

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 June 6, 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 November 30, 2025

Rent Owing To November 30, 2025	\$18,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$18,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 5, 2025

Rent Owing To December 31, 2025	\$22,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,686.00

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

Rent Owing To Hearing Date	\$12,402.85
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$214.54
Total amount owing to the Landlord	\$12,374.31
Plus daily compensation owing for each day of occupation starting October 24, 2025	\$147.95 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	