



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

File Number: LTB-L-090247-25

In the matter of: 1139 QUAKER ROAD
OAKWOOD ON K0M2M0

Between: Alan Webster Landlord

And

Sabrina Kontomerkos Tenants
Anthanasias Kontomerkos

Alan Webster (the 'Landlord') applied for an order to terminate the tenancy and evict Sabrina Kontomerkos and Anthanasias Kontomerkos (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 12, 2025 and January 16, 2026.

The Landlord, the Landlord's Legal Representative, C. Nastas, the Tenant's Legal Representative, Holly Chu, and the Tenant, Sabrina Kontomerkos, attended the hearing.

Preliminary Issue:

1. The Tenants raised section 82 issues under the *Residential Tenancies Act, 2006* (the 'Act') prior to the first hearing date on December 12, 2025, which was adjourned as service to the Landlord was not effected properly. The Tenants claimed they served the Landlord the disclosure via email and the Landlord denied receiving it.
2. In LTB-L-090247-25-IN dated December 15, 2025, it was ordered that all new rent must be paid in full to the Landlord's Legal Representative and their email address was provided to the Tenants. The Tenants failed to abide by the order.
3. The Landlord raised the issue of unpaid rent at the hearing on January 16, 2026. At this hearing, the Tenants also withdrew their section 82 issues.
4. Therefore the s.82 issues were not considered.

Determinations:

1. 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.

2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,773.08. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$58.29. This amount is calculated as follows: \$1,773.08 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 14, 2026, are \$14,184.64.
7. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,730.77 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.
9. The Tenant, Sabrina Kontomerkos (SB), testified that she paid \$1,600.00 at the start of the tenancy on January 15, 2019. The Landlord has never paid interest on the last month's rent deposit whereas the Landlord says that he collected \$1,500.00 as last month's rent deposit and has been paying interest towards top-up of the last month's rent deposit. The Tenant brought no proof of her claim and without evidence I am unable to find that the Tenant paid more in last month's rent deposit than what her lawful rent at the time was.
10. Interest on the rent deposit, in the amount of \$44.86 is owing to the Tenants for the period from January 1, 2025 to January 16, 2026.

Section 83 considerations

11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of 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.
12. SB believes the Landlord filed this L1 application in retaliation for raising her own T2 application in June 2025. The Tenant requests that this application be dismissed under section 83(3)(c) for enforcing her rights.
13. SB also seeks an additional three to four months time to find alternate accommodation of a similar size as the rental unit is a six bed, three bath home. SB resides there with her daughter who is in university and has exams right now. SB also uses the property to store equipment used in her work which is buried under snow in the winter months. The Tenant is currently on Employment Insurance and has a limited income as her work is seasonal.
14. The Landlord opposes any delay as the Tenants have not paid rent in months. The Landlord claims the Tenant SB lives alone and has in fact sublet other rooms in the house. The property is not for storage of equipment and not a reason for delaying eviction. The

Landlord requests a standard order since the Tenants have breached a Board order and failed to pay rent in good faith.

15. I do not find that the rent arrears application was filed in retaliation in the circumstances as the Tenants agree with the substantial arrears claimed. The Tenants have not paid rent in months and have not paid rent even when they promised to do so at the last hearing. The rent arrears are substantial and there is no reason to delay eviction any further. This tenancy is not viable, and the Tenants have failed to establish a valid reason for delay.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$14,385.64 if the payment is made on or before February 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$16,158.72 if the payment is made on or before February 23, 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 have paid the full amount owing as ordered plus any additional rent that became due after February 23, 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 do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 23, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$10,953.51. 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 \$58.29 per day for the use of the unit starting January 17, 2026 until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 23, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 24, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 23, 2026, then starting February 24, 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 24, 2026.

February 12, 2026
Date Issued

Sheena Brar
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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 14, 2026

Rent Owing To February 14, 2026	\$14,184.64
Application Filing Fee	\$201.00
Total the Tenants must pay to continue the tenancy	\$14,385.64

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 23, 2026

Rent Owing To February 24, 2026	\$15,957.72
Application Filing Fee	\$201.00
Total the Tenants must pay to continue the tenancy	\$16,158.72

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

Rent Owing To Hearing Date	\$12,528.14
Application Filing Fee	\$201.00
Less the amount of the last month's rent deposit	- \$1,730.77
Less the amount of the interest on the last month's rent deposit	- \$44.86
Total amount owing to the Landlord	\$10,953.51
Plus daily compensation owing for each day of occupation starting January 17, 2026	\$58.29 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	