



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105264-25

In the matter of: 102, 923 ST CLAIR AVE W
TORONTO ON M6C1C7

Between: Truman St Clair Holdings Ltd Landlord

And

Constantin Mitzithras Tenant

Truman St Clair Holdings Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Constantin Mitzithras (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 20, 2026.

The Landlord's Agent, Ryan Chacko, the Landlord's Legal Representative, Elaine Page, and the Tenant attended the hearing.

Determinations:

1. 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,749.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$57.50. This amount is calculated as follows: \$1,749.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,247.00. The Tenant did not dispute the amount of the arrears.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,749.00 from the Tenant 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. Interest on the rent deposit, in the amount of \$28.28 is owing to the Tenant for the period from April 15, 2025 to January 20, 2026.

Section 82 Issues:

10. The Tenant testified that he was withholding his rent due to maintenance issues and submitted a list of issues he intended to raise pursuant to section 82 of the *Residential Tenancies Act, 2006* (the 'Act'). It was not disputed that the Tenant had properly served the section 82 issues he intended to raise at the hearing.

Issue 1: Door to Rental Unit is Defective and Noisy

11. The Tenant testified that the front door to the rental unit is defective as it has gaps that cause noise and vibrations. The Tenant testified that the bedroom is only 2 meters from the front door and the noise and vibrations of multiple tenants coming and going is disturbing his sleep. The Tenant testified he notified the Landlord and the superintendent the day before he moved in that there were vibrations from the door. The Tenant stated the superintendent was his friend and thought he was going to fix it. The Tenant could not identify how they notified the Landlord or whether they followed up with the Landlord.
12. The Landlord testified that they had not been notified of an issue with the door prior to the Tenant serving his section 82 concerns and there were never any work orders submitted about the door.
13. I am not satisfied that the Tenant has established on a balance of probabilities that there is a defect in the door caused by a breach in the Landlord's maintenance obligations. The Tenant did not provide any documentary evidence to support his oral testimony that he had notified the Landlord of an ongoing issue, and the Tenant testified he told the Landlord about the issue before he had moved in. I find it improbable that the Tenant could know that there was going to be a noise issue from the front door before he had moved into the unit. I am also not satisfied that the noise from the hallway is outside the normal range. The Tenant has not established that the noise from the hallway is unreasonably high. Therefore, I find that the Landlord did not breach their maintenance obligation as they could not fix something the Tenant never notified them about. This claim is therefore dismissed.

Issue 2: Leaking into the Bathroom

14. The Tenant testified that sometime in July 2025, the unit above him had a leak in the bathroom and the toilet water was coming through the ceiling into his bathroom, though the Tenant could not remember when in July this occurred. The Tenant testified that he notified the superintendent, who did not come to look at the issue for a couple of days. The Tenant then testified that after 3 to 4 weeks, the superintendent brought him a big container to catch the dripping water. The Tenant testified that he did not remember when the leak stopped and that the Landlord came to fix the problem within a couple of weeks or

up to 2 months after the leaking started. The Tenant also testified that after the repairs they did not paint the ceiling or complete the repairs to his satisfaction.

15. The Landlord testified that they addressed the leak when it occurred, though a time frame of when it happened was not provided. The Landlord then stated that the leak needed to dry out before major work was done in the Tenant's unit and the unit above. The Landlord submitted an invoice from October 6, 2025 showing that unit 202 and the Tenant's unit were repaired on September 15, 2025.
16. While the evidence from the Landlord is unclear as to when the leak occurred compared to when the issue was addressed, the Tenant was unclear about roughly when the leak started, or when the Landlord came to address the issue. The Tenant provided a broad range for the time the Landlord responded within, and as a result I cannot conclude how long it took the Landlord to respond and fix the leak. The plumbing issue and bathroom wall repairs were completed on September 15, 2025, and without the Tenant providing details on when the leak occurred, I am not satisfied that I can find that the Landlord breached their maintenance obligation, or that they failed to address the issue within an appropriate amount of time. Therefore, this claim is dismissed.

Issue 3: Windows do not open

17. The Tenant testified that the windows in the bedroom and the bathroom do not open as they were painted shut. The Tenant testified he told the Landlord on April 26, 2025 and that he had put work orders through the slot, though the Tenant could not explain what the slot was.
18. The Landlord testified that they had not been notified of the issue prior to the Tenant serving his section 82 issues he intended to raise. Once notified of the issue, the Landlord had maintenance chisel the windows open and there is no longer an issue. The Tenant acknowledged that the windows now open.
19. I am not satisfied on a balance of probabilities that the Tenant did notify the Landlord of the issues with the windows. I would expect that the Tenant would have contacted the Landlord to follow-up once summer started, however, the Tenant testified he only told the Landlord on April 26 2025 and at no other time. I accept the Landlord's evidence that they corrected the issue once served with the Tenant's section 82 issues within a couple of days. Therefore, I find that the Landlord did not breach their maintenance obligation as they could not fix something the Tenant never notified them about. This claim is therefore dismissed.

Issue 4: Mice in the unit

20. The Tenant testified that there were mice in his unit as the front door is second hand and he has an emergency door in his unit with a gap. The Tenant testified he told the Landlord in the summer that the gaps in the doors would allow mice into the unit.
21. When asked, the Tenant acknowledged that the first time he saw a mouse in his unit was on December 31, 2025 and that he had not seen mice prior or seen mice feces. The Tenant also testified that he had not notified the Landlord when he saw a mouse.

22. The Landlord testified that they first learned of the Tenant having mice when the Tenant served the section 82 issues. The Landlord stated they immediately contacted pest control as the building is already on a monthly pest control maintenance program. As of January 14, 2026, no pest control activity was found in the building, and when pest control attended the Tenant's unit they put down traps.
23. Based on the Tenant's evidence, I am not satisfied that the Landlord breached their maintenance obligation in relation to the mice. The Tenant first saw a mouse in his unit on December 31, 2025 but did not tell the Landlord. I accept that the Landlord's evidence that they were not notified until they were served with the Tenant's section 82 issues on January 13, 2026, and they cannot be held responsible for any period before that. I also accept their evidence that by January 14, 2026, the Landlord had taken prompt and reasonable action to investigate the issue, which found no evidence of mice in the unit. I am satisfied that the Landlord has established on a balance of probabilities that the Landlord has not breached their maintenance obligations. This claim is therefore dismissed.

Section 83 Considerations:

24. The Tenant testified he is 78-years-old, and that while he wants to move, he does not have the money to move. The Tenant testified he has most of the money to pay the arrears and that he already has a bank draft for November rent. The Tenant testified he has enough money for 2 months rent, but did not have February rent at the time of the hearing. The Tenant sought for additional time to pay the outstanding arrears.
25. The Landlord is seeking a standard 11-day eviction order. The Landlord stated that the issues raised by the Tenant were either not told to the Landlord or were completed in a timely manner. The Tenant withheld rent due to maintenance issues that he had not notified the Landlord of.
26. 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.
27. I accept the Tenant's evidence that he will be impacted by an eviction, and I find a short delay in eviction will provide him time to either pay the outstanding arrears as he alleges he can or find alternative accommodations. However, given that the Tenant has purposely withheld rent and not made any payments towards the not insignificant arrears, a longer delay would be unfair.

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:**
 - \$7,182.00 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 \$3,056.72. 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 \$57.50 per day for the use of the unit starting January 21, 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 12, 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 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	\$6,996.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,182.00

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

Rent Owing To Hearing Date	\$4,648.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,749.00
Less the amount of the interest on the last month's rent deposit	- \$28.28
Total amount owing to the Landlord	\$3,056.72
Plus daily compensation owing for each day of occupation starting January 21, 2026	\$57.50 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	