



Order under Section 69 / 88.1 Residential Tenancies Act, 2006

Citation: COTA Health v Tzahristos, 2026 ONLTB 15665

Date: 2026-02-18

File Number: LTB-L-091865-25

In the matter of: 114, 2531 LAKE SHORE BLVD W
ETOBICOKE ON M8V1E7

Between: COTA Health Landlord

And

Aristidi Tzahristos Tenant

COTA Health (the 'Landlord') applied for an order to terminate the tenancy and evict Aristidi Tzahristos (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

COTA Health (the 'Landlord') also applied for an order requiring Aristidi Tzahristos (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was heard by videoconference on February 4, 2026.

Only the Landlord's Agent, Robert Abbatangelo attended the hearing.

As of 11:04 a.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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, a termination order shall be issued terminating the tenancy between the Landlord and the Tenant.
2. The Tenant was in possession of the rental unit on the date the application was filed. This rental complex is a building with more than 15 units and the Landlord, COTA Health

provides these units to people who are suffering from mental health conditions and it seeks to provide supports to these tenants.

3. On September 22, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on September 27, 2025. The notice of termination contains the following allegations: On four separate occasions, the Landlord was called to the Tenant's apartment due to the Tenant's behaviour and strong odours emanating from the Tenant's apartment. On these four dates, the Landlord noted that the Tenant had urinated and defecated throughout the unit and had caused damage to the rental unit. This caused substantial interference to the other tenants in the building and the Landlord incurred \$8,253.94 in biohazard cleaning and repairs to rectify the damage to the Tenant's rental unit.

Evidence of Robert Abbatangelo

4. Robert Abbatangelo, the Director of Housing, testified that COTA Health provides many mental health resources to the tenants in the building but stated that this Tenant required more intensive supports which could be provided in other locations within COTA Health.
5. Mr. Abbatangelo stated that the Tenant suffered from medical issues and had been in and out of the hospital frequently but the Tenant prematurely discharged himself from the hospital programs. He explained that this information became available to him through the Tenant's primary worker's visits and the clinical notes provided by the staff.
6. Mr. Abbatangelo testified about the specific dates mentioned in the N5 and provided invoices which were part of the Landlord's Evidence, DOC-7255930. These invoices matched the individual dates in the N5 and included invoices for the repair of flooring in the amount of \$329.11 for the Tenant's unit, Trauma Care Cleaning Services in the amounts of \$1,385.30, \$1,043.84, \$372.90, \$2,500.34 and an invoice for the repair of a window and storm door in the amount of \$2,622.45.
7. Mr. Abbatangelo stated that the total of these invoices is \$8,253.94.
8. Mr. Abbatangelo is seeking the eviction of the Tenant so that the Tenant can be moved to a building whereby there are medical supports on site to assist the Tenant with his medical needs. He also stated that the Tenant needed to understand the substantial interference that his behaviour was causing to the other tenants.
9. He stated that COTA Health will continue to support the Tenant while he is moving to an appropriate facility where his specific medical concerns can be addressed.

Analysis

10. Based on Mr. Abbatangelo's uncontested evidence, I accept these invoices as reasonable and necessary and I will award the full amount of \$8,253.94.
11. The Tenant's behaviour has substantially interfered with the reasonable enjoyment of the other tenants in the building.

12. Due to the Tenant's medical condition, I am not able to order a conditional order as this would simply set the Tenant up for failure. I am satisfied that in this case, a termination order is warranted so that the Tenant can move to a more supportive rental facility.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. There is no last month's rent deposit.

Relief from Eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Act* and find that it would not be unfair to postpone the eviction until March 31, 2026 pursuant to subsection 93(1)(b) of the *Act*. This delay is being granted to afford the Tenant and the Landlord more time to transfer the Tenant to a more suitable rental facility that will provide the Tenant with the medical supports necessary.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 1, 2026.
4. The Tenant shall pay to the Landlord \$8,253.94, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$8,439.94.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

February 18, 2026
Date Issued

Carrie Bertrand
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 of the Tenant expires on October 2, 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.