



Order under Section 69 Residential Tenancies Act, 2006

Citation: Punia v Athanassiou, 2026 ONLTB 32142

Date: 2026-04-24

File Number: LTB-L-008620-26

In the matter of: 86 ALICIA CRESCENT
THOROLD ON L3C7M5

Between: Harjit Punia Landlord

And

Jeanette Athanassiou Tenant
Angelo Athanassiou

Harjit Punia (the 'Landlord') applied for an order to terminate the tenancy and evict Jeanette Athanassiou and Angelo Athanassiou (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 7, 2026.

The Landlord, the Landlord's Legal Representative Neetu Singh, the Tenant Jeanette Athanassiou and the Tenants' Legal Representative Amala Drijpal 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 \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 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 April 30, 2026 are \$13,500.00.

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 \$2,500.00 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 \$32.22 is owing to the Tenant for the period from August 27, 2025 to April 7, 2026.
10. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act
11. The Tenant Jeanette Athanassiou testified that she has resided in the rental unit since September 1, 2025, and that she was working for a company doing janitorial services, but shortly after commencing the Tenancy the company she was working for lost the contracts for those services and she had little to no work.
12. Since that time she started her own janitorial service company and has been able to secure a number of contacts some of which were secured in February and March. The Tenant produced copies of the contracts that she has secured and estimated that her income from these contract will be approximately \$5,200.00.
13. The Tenant requests a payment plan be imposed whereby she will pay May's rent on May 20, 2026 and an addition \$900.00 towards arrears on the 30th day of each month for a period of 15 months. Commencing in June she will pay all new rent as it comes due and payable in addition to the \$900.00 towards arrears.
14. The Landlord seeks termination of the tenancy as they had tried to work with the Tenant and permitted the Tenant to make partial payments of rent, but the Tenant stop paying rent entirely and has not made any good will payments to the Landlord since January.
15. The Tenants non-payment of rent has caused a financial hardship on the Landlord as they have financial obligations associated with the rental property including property taxes, mortgage payments and upkeep.
16. The Tenant provided information regarding her secured contracts for the Board's consideration. Based on the Tenant's income, I am satisfied the Tenant can adhere to a repayment plan proposed. Therefore, the Tenant's request for a repayment is granted. This preserves the tenancy and minimizes prejudice to the Landlord as if the Tenant does not comply with the order, the Landlord may bring an application to terminate the tenancy without further notice to the Tenant.

It is ordered that:

1. The Tenants shall pay to the Landlord \$13,686.00 for arrears up to April 30, 2026 and costs.
2. The Tenants shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following payment scheduled.

Payment Date	Payment Amount
On or before May 31, 2026	\$900.00
On or before June 30, 2026	\$900.00
On or before July 31, 2026	\$900.00
On or before August 31, 2026	\$900.00
On or before September 30, 2026	\$900.00
On or before October 31, 2026	\$900.00
On or before November 30, 2026	\$900.00
On or before December 31, 2026	\$900.00
On or before January 31, 2027	\$900.00
On or before February 28, 2027	\$900.00
On or before March 31, 2027	\$900.00
On or before April 30, 2027	\$900.00
On or before May 31, 2027	\$900.00
On or before June 30, 2027	\$900.00
On or before July 31, 2027	\$1,086.00
TOTAL	\$13,686.00

3. The Tenants shall pay the rent for the month of May, 2026 on or before May 20, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period June 1, 2026 to July 1, 2027 or until the arrears are paid in full, whichever date is earliest.

5. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2025.

April 24, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.