



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000139-26-AM

In the matter of: 207, 65 HALSEY AVE
EAST YORK ON M4B1A7

Between: 65/75 HALSEY INC. Landlord

And

GEORGE STAVRAKOUKAS Tenant
EVENIA STAVROKOUKAS

AMENDED ORDER

Pursuant to a clerical error identified post issuance the order issued on March 26, 2026, has been amended. Specifically, the order has been amended to correct the length of the payment plan to eight months vice nine. Deletions have been struck through and amendments bolden and underlined. Otherwise, the order is unchanged

65/75 HALSEY INC. (the 'Landlord') applied for an order to terminate the tenancy and evict GEORGE STAVRAKOUKAS and EVENIA STAVROKOUKAS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 19, 2026 at 09:00 am.

The Landlord Representative Howard Levenson, the Landlord Harlan Gurey 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 \$1,247.44. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$41.01. This amount is calculated as follows: $\$1,247.44 \times 12$, divided by 365 days.
5. The Tenant has paid \$2,329.26 to the Landlord since the application was filed.
6. The alleged rent arrears owing to March 31, 2026 are \$1,520.02.
7. The Tenant disputed the alleged arrears claiming they had made several payments that the Landlord had not accounted for, submitting transaction records in evidence to support their claim.
8. In response the Landlord submitted their ledger, claiming all payments were accounted for.
9. Reviewing both submissions, I was satisfied that all payments had been accounted for and the arrears were as alleged, \$1,520.02. Canvassing the Tenant, they testified they wished to maintain the tenancy and were prepared to adhere to a payment plan of 12 months if imposed.
10. In response the Landlord requested a standard order or should a payment plan be imposed that the payment plan not exceed six months given the amount owing.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,247.44 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.
13. Interest on the rent deposit, in the amount of \$36.78 is owing to the Tenant for the period from January 1, 2025 to March 19, 2026.
14. 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.
15. Specifically, given the minimal amount owing, the efforts the Tenant has made to pay down the arrears, I am satisfied a payment plan of eight months is warranted and will not prejudice either party.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues pursuant to the following conditions.
2. The total amount the Tenant owes the Landlord in arrears and costs up to March 31, 2026 is \$1,706.02.
3. The Tenant shall pay the amount at paragraph 2 according to the following schedule:
 - a. Commencing April 1, 2026 and on or before the 1st day of each month until ~~December 1, 2026~~ **November 1, 2026** - \$213.25.

4. The Tenant shall also pay the new rent when it comes due in full on or before the 1st day of each month for the period of April 1, 2026 to December 1, 2026.
5. If the Tenant fails 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 Tenant 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 March 31, 2026.

March 26, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

April 27, 2026
Date Issued

Kelly Delaney
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.