



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

File Number: LTB-L-005970-26

In the matter of: Upper, 8 Eldora Ave.
North York, ON M2M1R4

Between: Giuseppe Pacitto Landlord

And

Zsuzs Anna Sarkozi Tenant
Horvath Karoly Sr.
Henaik Horvath Karoly Jr.

Giuseppe Pacitto (the 'Landlord') applied for an order to terminate the tenancy and evict Zsuzs Anna Sarkozi, Horvath Karoly Sr. and Henaik Horvath Karoly Jr. (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on April 13, 2026.

The Landlord, the Landlord's Representative, Paul Pacitto, the Tenant Zsuzs Anna Sarkozi (on her own behalf and on behalf of the other named tenants), and the Tenant's daughter, Irina Horvath, who initially acted as the Tenant's interpreter and subsequently as her representative, attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of 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 \$2,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The Landlord claims the rent arrears owing to April 30, 2026, are \$80,000.00. The Tenant's Representative stated that no payments had been made since the application was filed.
7. The Tenant testified that she has made cash payments to the Landlord since December 2022. The Tenant's Representative further submitted that rent had historically been paid in cash and that receipts were not provided by the Landlord. As a result, the Tenant was unable to produce documentary evidence of any payments made after December 2022. In response, the Landlord testified that he had never received cash payments from the Tenant.
8. As the Tenant bears the burden of proving any additional payments alleged to have been made to the Landlord, the Tenant knew or ought reasonably to have known before the hearing that substantial arrears were outstanding and that the hearing could result in eviction. The Tenant also knew, or ought to have known, that any disputed payments should have been supported by evidence filed in advance of the hearing or produced at the hearing.
9. Given these circumstances, I proposed standing the matter down to permit the Tenant an opportunity to locate proof of payment or bank statements that might support the claim of cash payments. However, the Tenant's Representative advised that no bank statements were available and declined the proposed adjournment to obtain any supporting evidence I therefore accept the Landlord's evidence on this issue and find that the rent arrears owing to April 30, 2026, are \$80,000.00.
10. The rent arrears owing to the Landlord are more than the LTB's monetary jurisdiction. Under subsection 207(1) of the Residential Tenancies Act, 2006 (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with this application.
11. While the Board cannot order a person to pay more than \$50,000.00 in accordance with s. 207(1) of the Act, this does not apply to the "stay and pay" option set out in paragraph 2 the order below. In *Galaxy Real Estate Core Ontario LP v. Kirpichova et al.*, 2023 ONSC 4356, the Divisional Court confirmed

that the Board's monetary jurisdiction does not apply to the amount the Tenant must pay if they choose to void the order and continue the tenancy in accordance with section 74(4) of the Act. Therefore, the Tenants must pay the full arrears owing, plus the Landlords' costs, if they want to void the order and continue this tenancy.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.
14. The Tenant is being ordered to pay \$50,000.00 for rent arrears, and daily compensation, plus the Landlord's cost of filing the application, if the Tenant does not void the order. However, if the Tenant chooses to void this order and continue the tenancy, they must pay the full amount of arrears and costs owing to the Landlord.

Relief from Eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, the amount of the rent arrears, and that no payments have been made since December 2022, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
16. The Landlord's Representative submitted that, when the tenancy began, payments from the Ontario Disability Support Program (ODSP) were made directly to the Landlord, and that rental arrears began once the Tenant discontinued that arrangement. The Landlord submitted that the Tenants fell into arrears beginning in January 2023 and that no rent payments have been received since that time. The Landlord described discussions took place with the Tenant's daughter several years ago, during which she advised that the Tenants would be vacating the rental unit and requested a "cash for keys" payment equivalent to three months' rent. Considering the amount of arrears, the absence of payments or efforts to make payments since December 2022, the Landlord sought a standard 11-day eviction order.
17. The Tenant did not request a payment plan and instead indicated that three months would be required to secure alternative accommodations and vacate the rental unit. The Tenant's Representative also submitted that her father had been hospitalized and had undergone a leg amputation in support of a delayed eviction date. I advised the Tenant that, having regard to the amount of arrears

outstanding, any further delay of the eviction would be significantly prejudicial to the Landlord.

18. Considering the amount of arrears, which exceeds the Board's monetary jurisdiction by \$30,186.00, the absence of payments or efforts to make payments since the arrears began, the lack of a rent deposit, and the Tenant's inability to propose a viable repayment plan, I discussed with the parties a termination date of April 30, 2026. I also explained to the Tenant's Representative the enforcement process, including the delay that would occur after the termination date and before the Sheriff could attend the rental unit to enforce the eviction. Considering the order issuance date, a standard 11-day eviction order has been issued.

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:**

- \$80,186.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$82,186.00 if the payment is made on or before May 8, 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 May 8, 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 May 8, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction. See Schedule 1 for the calculation of the amount owing.

6. If the Tenant does not pay the Landlord the full amount owing on or before May 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 9, 2026, at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before May 8, 2026, then starting May 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 May 9, 2026.

April 27, 2026
Date Issued

Ken Audziss
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 November 9, 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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 April 30, 2026

Rent Owing to April 30, 2026	\$80,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$80,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 8, 2026

Rent Owing to May 31, 2026	\$82,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$82,186.00

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

Rent Owing to Hearing Date, April 13, 2026	\$78,854.75
Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00