



**Order under Section 77(8)
Residential Tenancies Act, 2006**

File Number: LTB-L-027189-26-SA

In the matter of: 705, 8 MONDEO DR
SCARBOROUGH ON M1P5C7

Between: Haig Yeretsian Landlord
Patricia Yeretsian

And

Ivana Spajic Tenant
Kyle Hancott

Haig Yeretsian and Patricia Yeretsian (the 'Landlord') applied for an order to terminate the tenancy and evict Ivana Spajic and Kyle Hancott (the 'Tenant') because the Tenant gave notice to terminate the tenancy.

The Landlord's application was resolved by order LTB-L-027189-26, issued on April 2, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-027189-26.

The motion was heard by videoconference on May 12, 2026.

The Landlord Haig Yeretsian, Landlord Patricia Yeretsian, Tenant Ivana Spajic, and the Tenant Kyle Hancott attended the hearing.

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

Determinations:

1. The Tenant gave the Landlord notice to terminate the tenancy effective March 31, 2026.

2. At the hearing of the motion to set aside, the Tenant did not dispute the validity of the N9 notice or suggest that it had not been given voluntarily. Instead, the Tenant sought relief from eviction in the form of additional time to vacate, requesting until May 31, 2026, to move out. The Tenant testified that they had secured another place to live but could not move before that date. The Tenant also acknowledged that rent arrears remained owing as of the hearing date, in the approximate amount of \$6,000.00, and admitted that no rent had been paid for the period after the N9 was given. Tenant Kyle Hancott (KH) also referred to health and income issues, including a pending ODSP application and recent employment, but acknowledged that the Tenants' financial circumstances were substantially the same when the N9 was given.
3. The Landlord opposed the motion and submitted that the Tenants gave the N9 voluntarily, that the Landlords relied on it, and that they took steps to re-rent the unit to new tenants expected to move in on April 1, 2026. The Landlords submitted that the Tenants then failed to vacate and remained in possession without paying rent.
4. In my view, the prejudice to the Landlords is significant. The Tenants chose to terminate the tenancy by serving the N9, the Landlords were entitled to rely on that notice, and the circumstances now relied on by the Tenants do not amount to a sufficient basis to set aside the order. The Tenants' financial hardship and KH's health issues were not shown to be new circumstances arising after the N9 was given.
5. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-027189-26.
6. Accordingly, the stay of order LTB-L-027189-26 shall be lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-027189-26, issued on April 2, 2026, is denied.
2. The stay of Order LTB-L-027189-26 is lifted immediately.
3. Order LTB-L-027189-26 is unchanged.

May 15, 2026
Date Issued

Kyle Anderson
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.