



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

File Number: LTB-L-016180-26

In the matter of: 70 ARAGON AVE
SCARBOROUGH ON M1T1X9

Between: Christos Lovatsis Landlords
Chrisoula Lovatsis

And

Joseph Chretien Tenant

Christos Lovatsis and Chrisoula Lovatsis (the 'Landlords') applied for an order to terminate the tenancy and evict Joseph Chretien (the 'Tenant') because:

- the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

This application was heard by videoconference on May 14, 2026.

The Landlords and the Landlord's Agent, Danny Lovatsis and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlords have proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 19, 2026, the Landlord gave the Tenant an N12 notice of termination by placing a copy of said notice in the mailbox with the termination date of March 31, 2026. The Landlords claim that they require vacant possession of the rental unit for the purpose of their own personal residential occupation.
4. The Landlord, Chrisoula Lovatsis (C.L.), testified that she and her husband are jointly the Owners / Landlords of the rental unit.
5. She is 74 years of age, and her husband is 84 years of age.

6. C.L. testified that she currently lives in a detached two-level home which has a large spiral staircase which provides access between the first and second level. C.L. also testified that her husband's health and physical condition do not allow him to go up and down the stairs on his own, as he has slipped down the stairs in the past. The Landlord tendered a medical note as evidence to support the Landlord's medical condition.
7. C.L. testified that the rental unit is a bungalow with minimum stairs to climb and despite having a basement, all the necessary amenities are conveniently located on the ground level of the home. This would allow the Landlord to travel freely throughout his home without the concern of him falling down the stairs and hurting himself or requiring constant supervision when going up and down the stairs.
8. C.L. testified that she intends to live in the rental unit with her husband until such time that she can no longer live on her own. C.L. also testified to having no plans or intentions of moving out of the rental unit or re-renting the unit.
9. C.L. testified that the Tenant was provided with compensation payment in the amount of \$1,819.47 on February 20, 2026, by placing said payment into the Tenant's mailbox. The Tenant confirmed receipt of said payment but has elected not to cash or deposit the payment. As stated in the hearing, the cheque provided by the Landlord is still cashable and the Tenant may deposit the payment accordingly.
10. C.L. also testified that the Landlords require the unit in good faith for a period of at least one year for the purposes of their residential occupation of the rental unit.
11. The Tenant, Joseph Chretien (J.C.), testified that he has been residing in the rental unit with his parents as an Occupant since approximately 2006, and residing in the unit as a Tenant since approximately April 2010, and that he wishes to remain in the rental unit and does not believe that the Landlords genuinely intend to occupy the unit for their own personal use and residential occupation.
12. J.C. testified that this is not the first attempt that the Landlords have made to evict the Tenant. J.C. referenced two previous applications that the Landlords filed seeking termination of the tenancy in 2019, and 2020. I am mindful that the grounds for termination at that time were not for the Landlord's own use.
13. J.C. also testified that he had multiple maintenance issues in the past, including pest/rodent infestation and cold and wet environment. The Tenant did not present sufficient evidence of any current maintenance issues or disrepairs.
14. J.C. also testified that he has had to address several of the maintenance issues on his own throughout his tenancy at the rental unit.
15. Based on the evidence, I am satisfied that the Landlords in good faith require possession of the rental unit for the purpose of their own residential occupation for a period of at least one year. I did not have sufficient evidence to support any finding of the Landlords not having a genuine intent to occupy the rental unit for their own use and residential occupation.

16. The Landlord has compensated the Tenant an amount equal to one month's rent by March 31, 2026. As referenced above, the Tenant did not deposit the compensation payment provided by the Landlord but may still do so at his convenience.
17. The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$435.80 is owing to the Tenant for the period from April 1, 2010, to May 14, 2026.
18. The Landlords were unaware of any circumstances in which the board may be required to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlords argued that any extension granted to the Tenant may negatively impact the Landlords because it is unsafe for the Landlord to continue using the stairs in the home he currently occupies.
19. The Tenant testified that he resides in the property with his elderly mother, older sister, brother, and niece. He also testified that his business is not regularly active as of recent and that his family is on a limited income due to health restraints and medical conditions. The Tenant has lived in this property for over 20 years, and the property contains his entire life inside.
20. The Tenant argued that if the tenancy is terminated and he is forced to vacate pursuant to a standard order, he and his entire family will be without a home. The Tenant does not have any other family or anyone that would be able to assist him with housing. The Tenant is limited to the size of the unit he requires due to the number of family members living together. The Tenant sought an extension of one year to secure alternative housing for himself and his family.
21. Given the duration of this tenancy and the Tenant's personal circumstances, I find that it would not be unreasonable to grant the Tenant a delay to October 31, 2026. This would allow the Tenant additional time to secure alternative housing for himself and his family. I am mindful of the Landlords' circumstances and have granted a delay which I find to be reasonable given all of the circumstances.
22. 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 postpone the eviction until October 31, 2026, pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 31, 2026.
2. If the unit is not vacated on or before October 31, 2026, then starting November 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 November 1, 2026.

May 22, 2026
Date Issued

Ilan Shingait
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 May 1, 2027 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.