



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

File Number: LTB-L-016025-26

In the matter of: North East Room on the Upper Level, 40
Larchmere Ave
North York ON M9L2N3

Between: Yannis Pigadas Landlord

And

Maria Johnson Tenant

Yannis Pigadas (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Maria Johnson (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The application was scheduled to be heard by video conference on May 19, 2026. The Landlord was present and self-represented. The Landlord's fiancé, Jordana Simbrow, was present as support. Oriel Varga, Lawyer, represented the Tenant. The Tenant was present.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The Landlord gave the Tenant an N12 notice of termination with the termination date of May 16, 2026. The Landlord claims that they require vacant possession of the rental unit for the purpose of residential occupation by the Landlord.
- b. The current lawful monthly rent is \$893.40. It is due on the 1st of each month.
- c. The Landlord collected a rent deposit of \$875.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$29.63 is owing to the Tenant for the period from December 17, 2024 to May 19, 2026.

- d. The tenancy is terminated and the Tenant must vacate the rental unit on or before June 17, 2026.
- e. The amount of the rent deposit and interest on the rent deposit is applied to cover the rent due from May 17, 2026 to June 17, 2026.
- f. The Landlord provided a compensation cheque to the Tenant as required on or about February 20, 2026, however the Tenant did not cash the cheque as the first name on the cheque was written as Mary and not Maria.
- g. The Tenant will return to the Landlord the compensation cheque made out to Mary Johnson.
- h. The Landlord will re-issue the compensation payment to the Tenant in the amount of \$900.00.
- i. The Tenant provided a rent cheque to the Landlord on or about May 17, 2026 for the rental period of May 17, 2026 to June 16, 2026. The Landlord has not yet cashed the rent cheque and will return it to the Tenant.
- j. The Landlord will provide a further payment of \$2,500.00 to the Tenant as compensation.
- k. The parties agreed to act reasonably and in good faith with respect to all dealings between them with respect to this tenancy.
- l. The parties agreed to meet at 11:00 AM on May 22, 2026 at the address of suite 409, 1315 Finch Ave W to exchange documents and funds.
- m. The parties agreed each would sign receipts for the documents and/or funds they received.
- n. The parties agreed they can record the meeting and/or bring a witness to the meeting.

On consent of the parties, it is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 17, 2026.
- 2. If the unit is not vacated on or before June 17, 2026, then starting June 18, 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 June 18, 2026.
- 4. The last month rent deposit and any interest owing on the deposit will be used to cover the rent owing for the period of May 17, 2026 through to and including June 17, 2026.
- 5. The Landlord shall provide to the Tenant the following:
 - a. A compensation replacement payment in the amount of \$900.00 in certified funds made out to Maria Johnson;

- b. The rent cheque provided from the Tenant for the rental period of May 17, 2026 to June 16, 2026;
 - c. A further compensation payment of \$2,500.00 in certified funds made out to Maria Johnson.
- 6. The Tenant shall return to the Landlord the original compensation cheque made out to Mary Johnson in the amount of \$900.00.
 - 7. The parties agreed to meet on May 22, 2026 to exchange documents and funds outlined in paragraphs 5 and 6 of this order. The parties further agreed to sign receipts at the meeting for the documents and/or funds received.
 - 8. If the Landlord does not pay the Tenant the full amount owing on or before May 22, 2026, the Landlord will start to owe interest. This will be simple interest calculated from May 23, 2026 at 4.00% annually on the balance outstanding.

May 27, 2026
Date Issued

Joanne Lolato
Hearings Officer, 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 December 18, 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.