



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zivcic v Donato, 2026 ONLTB 41680

Date: 2026-05-29

File Number: LTB-L-019589-26

In the matter of: 109 NORTH CARSON ST
ETOBICOKE ON M8W4C7

Between: Slavko Zivcic Landlord

And

Angelica Donato Tenants
Debra T Stacey

Slavko Zivcic (the 'Landlord') applied for an order to terminate the tenancy and evict Angelica Donato and Debra T Stacey (the 'Tenants') because the Tenants did not pay the rent that the Tenants owes.

This application was heard by videoconference on May 5, 2026.

The Landlord, the Landlord's son Slavko Zivcic, and both Tenants attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$115.07. This amount is calculated as follows: \$3,500.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026 are \$17,500.00. The Tenants agree that is the amount owing.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,500.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$37.45 is owing to the Tenant for the period from November 1, 2025 to May 5, 2026.

Tenants' Issues

10. The Tenants sought to raise issues under section 82 of the *Residential Tenancies Act, 2006* ('the Act') but did not make those issues entirely clear on the form and another attachment they filed was unreadable. The Tenant testified that the issues involve entry without notice, the Landlord running equipment, and that the Tenants have no real privacy. As the Landlord indicated they received advance written notice of the issues and understood them, the issues were heard.
11. The Tenants did not request a remedy for the tenant issues on any of their written materials. Initially the Tenants said that they wanted a rent abatement but then later in the hearing just said that they want the Landlord to provide them with notices of entry in accordance with the Act. I note that the Landlord already has that obligation regardless of whether it is put in an order.
12. What constitutes the rental unit is relevant to whether the Landlord has illegally entered it. For the following reasons I find that only the main floor unit of the bungalow constitutes the rental unit. While the Tenant has access to other areas of the property those are all shared use with the Landlord and therefore do not require notice of entry.
13. The Landlord provided a diagram of the rental complex that shows the main floor that the Tenants rent is a separate unit from the basement (DOC-7875371, page 6). There is a separate external entrance to the basement. In a text message sent to the Tenant the Landlord says that one of the rooms in the basement is not included in the tenancy (DOC-7875371, page 5). An advertisement for the rental unit says that the basement can be used for storage (DOC-7875371, page 4). The Tenant testified that they were told they can use the basement for storage and to access the laundry facilities located there. The Landlord's son testified that the Landlord also uses the basement for storage. When I consider all the evidence together I find that the true substance of the transaction between the parties is that the basement is a common area and not part of the rental unit.
14. The Tenant agreed that they were told that they could park on the driveway but also that the Landlord said they would store vehicles there. I find that the driveway is a common area.
15. The Tenant believes that the backyard is for their exclusive use. The Landlord's son testified that the back and front yards have always been used by both parties. The Landlord's son testified that the Landlord has a shed in the backyard that they need access to. I find the existence of the shed used by the Landlord supports the Landlord's submission that the backyard was always intended to be a common area.

16. As none of the entries were actually in the rental unit, no illegal entries occurred.
17. I don't find that the Landlord's use of the common areas rises to the level of substantial interference with the Tenant's reasonable enjoyment of the rental unit or rental complex. I accept the Landlord's son's testimony that there are legitimate reasons for each of the visits, for example snow shoveling, repairing the shed, cleaning, accessing storage, etc.

Relief From Eviction

18. The request for a payment plan is denied because I'm not satisfied that the Tenants will abide by it. The arrears are substantial and the Tenants have not made any payments in five months. The Tenant testified that they reached out to EPIC program to get assistance with the arrears but has not yet confirmed that they can assist. The Tenant testified that they receive \$2,190.00 in disability payments and \$900.00 in child bonus and trillium benefit. The other Tenant receives CPP, OAS, and GIS which they testified equals approximately \$5,000.00 monthly. That the Tenants have some income coming in but have made no payments does not support that they will abide by a payment plan.
19. The Tenant testified that they were involved in an investment fraud, they took out loans, and only just received access to their bank. The Tenants did not provide any supporting documentation in this regard, and I'm not satisfied that the Tenants have been unable to divert any of their income for the last 5 months to the rent.
20. Additionally, when I asked the Tenants what they could monthly towards a payment plan they did not appear to have thought it through prior to the hearing or to be confident in what exactly they could afford to pay.
21. The Landlord relies on the rental income to pay their bills and the Landlord's son testified that his parents have just been scraping by for the last five months. I do not find that imposing a payment plan that I'm not satisfied will be abided by to be fair in the circumstances. I also find that the length of time it would take the Tenant to pay the arrears at the proposed monthly amount of \$600.00 is unreasonable.
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 June 30, 2026 pursuant to subsection 83(1)(b) of the Act. This is to provide the Tenants with time to find new living accommodations. In deciding to delay the termination of the tenancy I have considered the medical circumstances of the Tenants, that one of the Tenants is a senior, and that the child of one of the Tenants has numerous disabilities which may make moving difficult. The Tenants have a rent deposit and that will mitigate some prejudice to the Landlord from the delay. However, I have declined to postpone the termination of the tenancy any further than June 30, 2026 because of the significant arrears and the impact those arrears are having on the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,686.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$21,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 30, 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 Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 30, 2026.**
 5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$11,223.90. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
 6. The Tenants shall also pay the Landlord compensation of \$115.07 per day for the use of the unit starting May 6, 2026 until the date the Tenants moves out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before June 30, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. 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 July 1, 2026.

May 29, 2026
Date Issued

Amanda Kovats
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 January 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.

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 May 31, 2026

Rent Owing To May 31, 2026	\$17,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$17,686.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$21,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,186.00

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

Rent Owing To Hearing Date	\$14,575.35
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,500.00
Less the amount of the interest on the last month's rent deposit	- \$37.45
Total amount owing to the Landlord	\$11,223.90
Plus daily compensation owing for each day of occupation starting May 6, 2026	\$115.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	