



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-011970-26

In the matter of: Upper, 142 OXFORD ST
Richmond Hill ON L4C4L7

Between: Giuseppe Pacitto Landlord

And

Karoly Laszlo Tenants
Alexandra Laszlo
Maria Esik
Alex Melarovics

Giuseppe Pacitto (the 'Landlord') applied for an order to terminate the tenancy and evict Karoly Laszlo, Alexandra Laszlo, Maria Esik and Alex Melarovics (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on April 9, 2026.

The Landlord, the Landlord's agent, Paul Pacitto and the Tenants, Karoly Laszlo ('KL'), Maria Esik, and Alex Melarovics attended the hearing.

Determinations:

N4 Notice not received?

1. At the hearing the Tenants testified that they did not receive an N4 Notice of Termination ('N4 notice') for this matter. The Landlord filed a Certificate of Service (COS) indicating that the Landlord served the N4 notice by leaving in the mailbox on January 2, 2026. At the hearing the Landlord's representative testified that the COS filed with the application and the Landlord testified that he had served the N4 notice to the mailbox.
2. The COS constitutes *prima facie* evidence of service of the N4 notice. The COS carries considerable weight as it was produced contemporaneously with the service of the N4 notice. The Certificate of Service is prima facie evidence of service and is consistent with the Landlord's oral evidence. Although the Tenants testified that they did not receive the N4 Notice, they did not provide any supporting evidence, such as evidence of a problem accessing their mailbox or any other issue that would explain non receipt. On a balance of probabilities, I find that the N4 Notice was served on the Tenants on January 2, 2026.

Section 12 – Suspension of Rent

3. The Tenants raised a preliminary issue under section 12 of the Residential Tenancies Act, 2006 (the “Act”). They testified that the Landlord did not provide them with a copy of the written tenancy agreement and submitted that their obligation to pay rent was suspended until the Landlord complied with section 12 of the Act.
4. Section 12(2) of the Act requires a landlord to provide a tenant with a copy of a written tenancy agreement, signed by the landlord and tenant, within 21 days after the tenant signs it and gives it to the landlord. Section 12(4) provides that, until the landlord complies with that requirement, the tenant’s obligation to pay rent is suspended and the landlord shall not require the tenant to pay rent. Section 12(5) provides that, once the landlord complies, the landlord may require the tenant to pay any rent that was withheld under subsection 12(4).
5. KL testified that the Tenants were not provided with a copy of the written tenancy agreement. The Landlord testified that he provided the Tenants with a copy of the tenancy agreement in person when the tenancy agreement was signed.
6. The Tenants submitted that they had requested a copy of the tenancy agreement since February 2024 and that the Landlord failed to provide it. I accept that, if a landlord has not complied with section 12(2) of the Act, a tenant’s obligation to pay rent is suspended until the landlord complies. However, the rent is not forgiven. Once the landlord complies with section 12(2), section 12(5) permits the landlord to require the tenant to pay the rent that was withheld during the period of suspension.
7. In this case, I find that the Landlord has now complied with section 12 of the Act. The Landlord testified that he previously provided the Tenants with a copy of the tenancy agreement at the time of signing. The Landlord also provided a copy of the tenancy agreement to the email address of the Tenant, Karoly Laszlo, and the Tenants consented to receiving the tenancy agreement by email.
8. As a result, even if the Tenants’ obligation to pay rent had been suspended before the tenancy agreement was provided, that suspension ended once the Landlord provided the Tenants with a copy of the tenancy agreement. The Landlord may therefore require the Tenants to pay any rent that was withheld under subsection 12(4) of the Act. I am not satisfied that section 12 of the Act is a basis to dismiss the application or reduce the arrears owing.

Section 82 Issues

9. At the hearing, the Tenants sought to raise several issues under section 82 of the *Residential Tenancies Act, 2006* (the ‘Act’). I did not permit the Tenants to raise those issues because they had not provided the Landlord or the Board with the required written description of each issue. The Tenants did not provide sufficient particulars of the allegations they intended to raise, including the date each issue occurred, the date each issue was reported to the Landlord, the nature of the alleged breach, and the specific remedy sought for each alleged breach. Without the required information of the

allegations, the Landlord did not have proper notice of the case it was required to meet. The Tenants also provided no evidence that they were unable to comply with the requirement to provide a proper written description of their section 82 issues. As a result, the Tenants were not permitted to raise those issues in this proceeding. The Tenants still have an opportunity bring their own application against the Landlord to address the issues he sought to raise at this hearing under section 82.

L1 Application

10. 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.
11. As of the hearing date, the Tenants were still in possession of the rental unit.
12. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
13. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
14. For the following reasons, I find on a balance of probabilities that the rent arrears owing to April 30, 2026, are \$80,000.00.
15. The Tenant disputes the amount of rent owed. The Tenant testified that the payments do not align with the rent owing and that there were previous payments. The Tenant had no documentation to support their position.
16. The Landlord testifies that all payments have been accounted for and that there was an arrears balance that has been consistently carrying over since February 2024.
17. Based on the evidence before me, I find in favour of the Landlord. I say this because in *Mauti v. Gibbs*, 2019 ONSC 3355 (CanLII), the Divisional Court held at paragraph 27 that while the Landlord bears the burden of proof in a rent arrears application, it is difficult for a landlord to prove a negative (i.e. non-payment of rent). Therefore, "...while the ultimate persuasive burden never shifts, once a landlord denies receiving funds, the tenant will have an evidentiary burden or a chance to advance some evidence to positively prove that he or she paid rent.
18. Aside from the Tenant's bald assertion that the payments do not align, the Tenant provided none of the reasonably expected documents to support their claims. I would expect that if the Tenants were alleging to have made specific payments or dispute the amount owing, they ought to have supplied those documents to the Landlord and the Board. They did not do so. Therefore, I find that the rent arrears owing to the Landlord for the period covered in the application up to April 30, 2026, to be \$80,000.00.
19. This order does not reflect any payments the Tenants may have made after April 9, 2026.
20. 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.

21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. There is no last month's rent deposit.
23. 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.
24. 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 and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
25. The Tenants are seeking to preserve the tenancy. The Tenant had testified their monthly income is \$4,186.00 and expenses are approximately \$1,100.00 per month. The Tenant requested a payment plan which I find would be unfair to the Landlord since the Tenants have not made one payment since the application has been filed. Based on the Tenants' income and expenses, I'm not persuaded this tenancy can be preserved given the Tenants' payment history. The Tenants sought relief by requesting an extended order to July 1, 2026. Given the amount of arrears is more than \$80,000.00 and the Tenants' payment history, an extended termination date is not reasonable since the Tenants have had time since the application has been filed to sort out their finances or seek alternate accommodations.

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:**
 - \$83,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$86,186.00 if the payment is made on or before June 7, 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 7, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants 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 7, 2026.**
5. If the Tenants do not void the order, the Tenants 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 Tenants 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 Tenants do not pay the Landlord the full amount owing on or before June 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from June 8, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before June 7, 2026, then starting June 8, 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 June 8, 2026.

May 27, 2026
Date Issued

Joshua Labbe
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 December 8, 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.

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	\$83,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$83,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 7, 2026

Rent Owing To June 30, 2026	\$86,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$86,186.00

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

Rent Owing To Hearing Date	\$77,887.67
Application Filing Fee	\$186.00
Total amount owing to the Landlord (limited by monetary jurisdiction)	\$50,186.00