



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-028787-26-SA

In the matter of: 649 COSBURN AVE
EAST YORK ON M4C2V1

Between: Slavka Paspalovska Landlord

And

Zoes Giannoylis Tenant

Slavka Paspalovska (the 'Landlord') applied for an order to terminate the tenancy and evict Zoes Giannoylis (the 'Tenant') and for an order to have the Tenant pay the rent they owe and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on September 4, 2025 with respect to application LTB-L-048337-25.

The Landlord's application was resolved by order LTB-L-028787-26, issued on April 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-028787-26.

This motion was heard by videoconference on June 3, 2026. The Landlord, the Landlord's Legal Representative, D. Tepelenas, and the Tenant attended the hearing. The Landlord's son, M. Paspalovska was also present.

Determinations:

1. The Tenant failed to meet a condition specified in the order issued by the LTB on September 4, 2025, with respect to application LTB-L-048337-25.
2. The Tenant failed to pay the monthly rent of \$2,000.00 on March 1, 2026, and arrears of \$1,000.00 on March 15, 2026.
3. The Tenant has also failed to pay rent in April, May and June 2026, and arrears in April and May 2026. The arrears have since increased from the amount, \$18,000.00 owing for the period ending August 31, 2025.
4. The Tenant claimed that he did not make the payment because he was incarcerated either at the end of February 2026 or the beginning of March 2026. The Tenant earns

approximately \$5,000.00 monthly and although on house arrest, claims that he can go out to work.

5. The Tenant also claimed that he failed to make the payments because the Landlord did not maintain the unit. This is an issue that should have been brought up by the Tenant at the original hearing on August 28, 2025.
6. The Tenant has resided in the unit since May 2024, and his wife who was the original Tenant, passed away on September 21, 2024.
7. The Landlord, an eighty-year-old senior, opposed the motion, stating that they have outstanding expenses to address and that the Tenant's non-payment impacts their ability to do so.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-028787-26. The Tenant breached order LTB-L-048337-25 which provides in paragraph 2 that the Tenant shall pay to the Landlord '*... beginning on September 15, 2025, \$1,000.00, and \$1,000.00 on the 15th day of each consecutive month thereafter for a period of 17 months up to and including January 15, 2027, and on February 15, 2027, the balance of \$1,186.00.*' The Tenant was also required to pay the monthly rent, in full, from October 1, 2025, to February 1, 2027
9. The Tenant failed to pay rent and arrears in March 2026 and continued the breach even after filing the motion. The Tenant did not provide a viable plan to remedy the harm caused to the Landlord by their failure to pay the outstanding arrears and ongoing rent.
10. The stay of order LTB-L-028787-26 is lifted on June 22, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-028787-26, issued on April 14, 2026, is denied. The order is confirmed and remains unchanged.
2. The stay of order LTB-L-028787-26 is lifted on June 22, 2026.

June 11, 2026
Date Issued

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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.