



Order under Section 77 Residential Tenancies Act, 2006

File Number: LTB-L-018823-26

In the matter of: 1A, 614 Erie Street East
Windsor ON N9A3X9

Between: Bettermade Properties Inc Landlord

And

Maria Stergianis Tenant

Bettermade Properties Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Maria Stergianis (the 'Tenant') because the Tenant gave notice to terminate the tenancy.

A hearing was held to consider this application.

This application was heard by videoconference on April 8, 2026.

Only the Landlord's agent Lavern Myslichuk and the Tenant's son Lucas Stergianis attended the hearing

As of 10:11 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Issue: Maria Stergianis is the Sole Tenant

1. Both the Landlord's agent and Lucas Stergianis stated at the hearing that they did not enter into a rental agreement with one another. Rather, Mr. Stergianis is an occupant residing in the unit the Landlord rented to his mother, Maria Stergianis. Mr. Stergianis never signed a rental agreement with the Landlord, nor did he enter into an oral or implied rental agreement with the Landlord.
2. Since there was never a tenancy agreement between the Landlord and Mr. Stergianis (and Mr. Stergianis is not deemed to be a Tenant by any provision of

the Act), Mr. Stergianis is not a proper respondent to the Landlord's application. Therefore, his name is removed, and Maria Stergianis is listed as the only respondent Tenant.

3. Maria Stergianis was not present or represented at the hearing. Mr. Stergianis did not have authority to represent his mother at the proceedings.

The N15 Notice

4. The Tenant gave the Landlord notice to terminate the tenancy effective February 5, 2026 and the Tenant did not give the Landlord vacant possession of the rental unit by the termination date set out in the notice. The Landlord's agent testified that the Tenant herself moved out of the rental unit around January 17, 2026, terminating the tenancy. However, the Landlord's agent advised that the Tenant told him that her adult son, Lucas, was "left behind."
5. Since the Tenant did not vacate the rental unit by the termination date, the Landlord was required to file the application to obtain vacant possession. Therefore, the Tenant is responsible for paying the Landlord \$186.00 for the application filing fee incurred.
6. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
7. The sole Tenant of the rental unit gave lawful notice to terminate the tenancy. She left an occupant in the rental unit, but the Landlord never agreed to rent the unit to this occupant.
8. I have considered the occupant's circumstances – as well as those of the Landlord and the Tenant – in making the determination that relief from eviction would be unfair to the Landlord.
9. The Landlord never rented the unit to Mr. Stergianis. Mr. Stergianis testified that he intended to vacate the rental unit as soon as possible – he does not wish to remain. He also served another N15 Notice on the Landlord (despite not being a tenant and therefore not being entitled to serve such a notice). While this notice is not valid, it is evidence of Mr. Stergianis's intention to move out of the rental unit.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before June 27, 2026.

2. If the unit is not vacated on or before June 27, 2026, then starting June 28, 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 28, 2026.
4. The Tenant shall also pay to the Landlord \$186.00, for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 28, 2026 at 4.00% annually on the balance outstanding.

June 16, 2026
Date Issued

Jeremy Henderson
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 28, 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.