



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

Citation: Brett v Geronikolos, 2026 ONLTB 49654

Date: 2026-06-25

File Number: LTB-L-023377-26-SA

In the matter of: 82 POPLAR CRES
AURORA ON L4G3L3

Between: Michael Raymond Brett Landlord

And

Athanasia Geronikolos Tenant

Michael Raymond Brett (the 'Landlord') applied for an order to terminate the tenancy and evict Athanasia Geronikolos (the 'Tenant') 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 February 6, 2026 with respect to application LTB-L-074769-25.

The Landlord's application was resolved by order LTB-L-023377-26, issued on March 20, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-023377-26.

This motion was heard by videoconference on May 12, 2026.

The Landlord, the Tenant's Representative, Ying Ngai Yu, and the Tenant attended the hearing. The Landlord had two additional witnesses, Jon Brett and Alecia Charny. The Tenant had one additional witness, Maria Cowie.

Determinations:

There was a breach of the previous order

1. The Tenant disputed that there was a breach of the previous order.
2. The previous order provided that service of notice of entry via email would be valid service and that email service would be done by a third party appointed at a later date.
3. The Landlord testified that he sent the Tenant an email on February 23, 2026, for entry on February 26, 2026, and an email on February 26, 2026, for entry on February 28, 2026. The Landlord testified that his realtor, Alecia Charny ("AC") was denied entry on February

26, 2026, and that a purchaser's agent and their clients were denied entry on February 28, 2026.

4. Jon Brett ("JB") testified that he began emailing the Tenant on February 18, 2026, as the third party. He testified that he emailed the Tenant for the February 26, 2026, entry and the February 28, 2026, entry. JB testified that in the subject line of the email he always put "attention Sia, notice of entry, (from third party)". JB testified that no formal notice was provided to the Tenant that he was going to be the third-party providing notice, but it was always indicated in the subject of each email very clearly.
5. AC testified that she attended for a showing on February 26, 2026, and was denied entry to the rental unit. AC testified that the screen door was locked from the inside and AC was told she was not going to be permitted to enter the property and no reason was given.
6. The Tenant testified that she revoked her consent to service via email on February 21, 2026, because there was never a third party identified or assigned. The Tenant testified that she was not receiving notices of entry because the Landlord and AC were blocked so she does not get emails from them. The Tenant testified that once the notices of entry started being physically delivered there were no more issues.
7. The Tenant testified that on February 26, 2026, she wasn't expecting anyone because she had not received notice of entry, so she did not answer the door when someone knocked, and she did not look outside.
8. Here, I am satisfied that the Tenant denied entry on February 26, 2026. I am satisfied that a notice of entry was sent via email to the Tenant in advance in accordance with the Board's order. Furthermore, the Tenant's decision to block email from the Landlord does not invalidate service carried out in compliance with the Order dated February 6, 2026.
9. While the Tenant may have attempted to revoke her consent to service via email, this was not normal consent to service via email, this was consent in a Board order. The Tenant on her own does not have the jurisdiction to override a Board order. The Tenant did not provide a review order, Divisional Court order, or order from a Court of higher authority which overturned the original order authorizing the Landlord to serve the notices of entry via email. As such, the Tenant's attempt to revoke her consent to service via email was invalid.
10. I am also satisfied that JB sufficiently identified himself in the email subject line as the third party sending the notices of entry to the Tenant. The Tenant's position is that she was never formally informed who the third party was going to be. However, the Board's order simply indicates that "[e]mail service shall be done by a third party to be appointed at a later date". I am satisfied that the emails from JB clearly identified him as the third party providing notice of entry in the subject line regardless of whether there was formal notice provided to the Tenant that JB would be the one providing the third party notices.
11. Therefore, the Tenant failed to meet a condition specified in the order issued by the LTB on February 6, 2026, with respect to application LTB-L-074769-25 by failing to allow entry to AC on February 26, 2026.
12. As I am satisfied there was a breach of the previous order on February 26, 2026, I do not need to address whether there was an additional breach on February 28, 2026.

The surrounding circumstances

13. The Tenant testified that due to her disabilities she needs one channel of communication and sought to have the notices of entry served physically so that there would be no more confusion. The Tenant testified that since the notices of entry have been delivered physically there have been no more issues. The Tenant testified that due to her past, she needs more information about who will be entering her home and that is why it is vitally important that she receive the notices of entry.
14. The Tenant testified that she has some health conditions and that an eviction would be catastrophic to her. She testified that she has never tried to interfere, she has simply tried to ensure her safety due to her past and being the victim of crime.
15. The Landlord testified that in addition to the February 26 and 28, 2026 breaches there were 4 additional breaches of the Tenant denying entry between February 6, 2026, and April 1, 2026. The Landlord testified that the Tenant has made it difficult to sell the property and even though there is a conditional sale he doesn't believe the Tenant will co-operate with moving out.
16. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-023377-26.
17. I am satisfied that while the Tenant did not allow the entry, it was because she honestly, although mistakenly, believed she could withdraw consent to service via email. I am satisfied that while the Landlord may feel the Tenant is being difficult, the Tenant has a history that has made it necessary for her to exercise caution in allowing individuals into her home, an accommodation the Landlord has agreed to as evidenced by the extra information provided on the notices of entry being provided.
18. So, although the Tenant may have breached, it was not malicious or due to ill intent, and the Tenant should be provided another opportunity to abide by the terms as set out in the original order.
19. The Tenant's Representative was seeking costs in the amount of \$840.00 and alleged that the Landlord was abusing the process in filing separate L4 applications.
20. The LTB's Interpretation Guideline 3 regarding costs provides:

While the Board may order a party to pay the costs of another party, costs to a successful party for the preparation/representation fees paid to a legal representative are generally only awarded in cases of unreasonable conduct...
21. Examples of unreasonable conduct listed in Interpretation Guideline 3 do include initiating an application or any procedure in bad faith or bringing a frivolous or vexatious application or motion.
22. I am not satisfied that costs are appropriate in this case. The Landlord is not a legally trained individual and thought he was following the Board's process by applying for each breach. The Landlord did not know he could not file multiple L4 applications. I am not

satisfied that the multiple applications were bad faith or frivolous and were instead the Landlord's lack of knowledge on the process.

23. Therefore, I decline to award costs as I am not satisfied the Landlord has engaged in a level of unreasonable conduct that would justify the order of costs.

It is ordered that:

1. The motion to set aside Order LTB-L-023377-26, issued on March 20, 2026, is granted.
2. Order LTB-L-023377-26, issued on March 20, 2026, is set aside and cannot be enforced.
3. The previous order issued on February 6, 2026, with respect to LTB-L-074769-25 remains unchanged.

June 25, 2026
Date Issued

Nicole Pedron
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.