



Order under Section 69 Residential Tenancies Act, 2006

Citation: Siskos for the estate of Peter Siskos v Sergeev, 2026 ONLTB 49401

Date: 2026-06-30

File Number: LTB-L-091413-23

In the matter of: Upper, 93 RISEBROUGH CIRCT
MARKHAM ON L3R3C7

Between: The Estate of Peter Siskos Landlord

And

Yury 'yuri' Sergeev Tenant

Garry Siskos for the Estate of Peter Siskos (the 'Landlord') applied for an order to terminate the tenancy and evict Yury 'yuri' Sergeev (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 15, 2024 and concluded on June 16, 2026.

The Landlord's Legal Representative, Peter Swales, the Landlord's Agents, Gary Siskos and Elizabeth Papadopoulos, and the Tenant attended the hearings. The intended occupant of the rental unit, Alexander Siskopoulos, testified at the June 16, 2026 hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.

2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issues:

Tenant Named on the N12 Notice:

3. On September 30, 2023, the Estate Trustee of the late Landlord (the Landlord) gave the Tenant an N12 notice of termination deemed served that same day with a termination date of December 15, 2023. The Landlord claimed that they required vacant possession of the rental unit for the purpose of residential occupation by the late Landlord's child.
4. At the hearing, the Tenant raised the preliminary issue that the application should be dismissed because the Landlord failed to name all tenants on the N12 notice. The tenancy began August 15, 2016. The Tenant submitted a copy of the original lease dated August 3, 2016, naming himself and two others as tenants. The names on the document were redacted; however, the Tenant confirmed the two other names were those of his wife and daughter, Svetlana Bassauer and Sofya Sergeeva. The lease was signed by the Tenant and his wife, but not his daughter. The original lease was executed by the late Landlord. The Landlord did not dispute the names of the three tenants or the validity of the original lease.
5. The parties do not dispute that the Tenant and the Landlord's then Power of Attorney, Gary Siskos ('GS'), signed a renewal agreement on July 31, 2020. A copy of the agreement was submitted at the hearing as evidence. The parties entered into the renewal agreement to clarify the costs for utilities in the unit, particularly the cost for air conditioning. The renewal agreement, however, only named Yury Sergeev ('YS') as the tenant, and only YS signed as a tenant.
6. The Tenant testified that he understood and intended for the 2020 agreement to simply renew the lease and provide clarity regarding the utilities issue that had become a dispute between the parties. There was no intention, implied or otherwise, to remove his wife and daughter as named tenants to the lease, nor did the Landlord then raise the issue of parties to the lease prior to, or at the time of, signing the renewal agreement.
7. GS could not recall if he had access to the original 2016 lease when he drafted the renewal agreement and thought that only YS was the named tenant for the tenancy. GS consequently drafted the renewal agreement with the information he had at the time. GS testified that the Tenant never brought the matter to his attention at any point until after the N12 notice was served.
8. Having considered the parties' evidence and submissions, I am not satisfied on the balance of probabilities that the parties agreed to remove the Tenant's wife from the original lease. Although the Tenant's daughter was also a named tenant on the original 2016 lease agreement, she did not sign the lease; however, the Tenant's wife did. A party cannot be bound by an agreement they did not sign or where there is no evidence they intended to be bound. Therefore, from August 2016 onwards, there were two properly named tenants for the rental unit, the Tenant and his wife.

9. The Landlord's Legal Representative was the party to prepare and sign the N12 notice on behalf of the Landlord's estate and under the instructions provided by GS. GS confirmed that he thought only YS was the tenant at the time the renewal agreement was signed and the N12 notice was prepared and served on that basis. GS also confirmed at the hearing that there was no communication from either the Landlord's estate or the tenants regarding removing the Tenant's wife from the lease.
10. Based on parties' testimonies, I am not satisfied that the parties, which would include the Tenant's wife, had a meeting of the minds to remove her from the lease in 2020 or thereafter. GS could not recall if he had the 2016 lease nearby when drafting the renewal agreement; however, regardless of whether the Tenant raised the issue of his wife's status for the tenancy at the time the renewal agreement was drafted in 2020, that does not negate the validity of the original lease. This appears to be an unfortunate instance of disorganized record keeping on the part of the Landlord that resulted in GS's misunderstanding regarding the parties to the lease. Nonetheless, the N12 notice was served on behalf of the Landlord and required that all tenants to the lease be named on the notice, meaning the Tenant and his wife.
11. As the N12 notice failed to name the Tenant's wife, I find that the N12 notice to be invalid, and the application must therefore be dismissed.

Standing of the Landlord's Estate:

12. There was also the preliminary issue of the Landlord's estate being the one to serve the N12 notice and to bring the application, as the Landlord, Peter Siskos, had passed away in 2021. To be fulsome in my analysis and in consideration of the issues, I requested that the parties provide additional submissions regarding the Landlord's estate's ability to serve an N12 notice of termination for the Landlord's personal use under section 48 of the *Residential Tenancies Act, 2006*, when the Landlord was already deceased at the time the notice was served. However, having heard the application in its entirety, I am satisfied that the application could be determined on the status of the tenants named (or not named) on the N12 notice itself. Therefore, the issue of the standing of the Landlord's estate to serve the N12 notice is moot.

N12 compensation:

13. The parties do not dispute that the Landlord has compensated the Tenant an amount equal to one month's rent (\$1,800.00) by December 15, 2023. The Landlord is therefore entitled to the return of that compensation due to the application being dismissed.

It is ordered that:

1. The application is dismissed.
2. The Tenant is to return to the Landlord the compensation payment provided to them with respect to this application on or before July 11, 2026.

3. If the Tenant does not return the compensation, they will owe interest on the amount. This will be simple interest calculated from July 12, 2026 at 4.00% annually on the balance outstanding.

June 30, 2026
Date Issued

Fotoula Hatzantonis
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.