



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-034161-26

In the matter of: 6, 314 BREEZEHILL AVE S
OTTAWA ON K1Y2J5

Between: Nantsios Investment Inc Landlord

And

Chris Yandt Tenant

Nantsios Investment Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Yandt (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 22, 2026.

The Landlord's agent K. Nantsios and the Tenant attended the hearing.

Determinations:

Preliminary

1. The Tenant identified that the Landlord's Form N4 failed to include a \$600 payment made in January 2026, which was the first month included on the Landlord's Form N4. The Landlord acknowledged the omission but noted the Tenant was in arrears of \$1800 at the end of December 2025 – which arrears were not included in the Form N4 due to being "waived" by the Landlord.
2. Given the Landlord's failure to include \$600 payment from January 2026, the issue is whether the Form N4 is still valid. Section 212(2) of the Act, however, provides that substantial compliance with the Act respecting the contents of forms is sufficient as long as the error does not "*significantly prejudice a party's ability to participate in a proceeding*".
3. Here, I do not find that the Tenant was "significantly prejudiced" by the Landlord's omission, as the Tenant only became aware of the miscalculation a few days prior to the hearing and there was no suggestion by the Tenant that he would have voided the Form N4 in the event the \$600 payment had been included. Further, it was acknowledged that the Tenant owed an amount greater than \$600 for rent arrears as of December 31, 2025 (which said arrears were not being pursued by the Landlord on the Form N4). In the circumstances, I find that the Form N4 is valid.

4. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant 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.
5. As of the hearing date, the Tenant was still in possession of the rental unit.
6. The lawful rent is \$1,822.04. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$59.90. This amount is calculated as follows: $\$1,822.04 \times 12$, divided by 365 days.
8. The Tenant has paid \$2,600.00 to the Landlord since the application was filed.
9. The rent arrears owing to June 30, 2026 are \$7,732.24.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,750.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
12. Interest on the rent deposit, in the amount of \$159.44 is owing to the Tenant for the period from September 16, 2022 to June 22, 2026.

Section 83

13. Section 83 requires that I consider all the circumstances, including the Tenant's and the Landlord's situations to determine if it would be appropriate to grant section 83 relief from eviction.
14. The Tenant has resided at the rental unit since 2022.
15. The Tenant seeks to remain at the rental unit but acknowledged his current work/income has been unstable. The Tenant anticipates looking for more stable employment and noted he was recently impacted by health issues. Should eviction be granted, the Tenant requested additional time to secure alternative housing as his housing options are limited.
16. The Landlord seeks eviction, noting the Tenant has not demonstrated an ability to pay back the substantial arrears. The Landlord further noted the Tenant's history of non-payment has been ongoing throughout the tenancy, with the Landlord "waiving" outstanding rent arrears at the end of each calendar year for the past 2 years.
17. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Tenant's personal, health, employment circumstances and payment history.

18. The Tenant did not propose a repayment plan. While I sympathetic to the Tenant's circumstances, I find that it would be unfair to deny eviction. Notwithstanding the foregoing, I find it would not be unfair to postpone the eviction until July 31, 2026 to provide some additional time for the Tenant to either pay the outstanding arrears or secure alternative housing.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$7,918.24 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$9,740.28 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,504.56. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$59.90 per day for the use of the unit starting June 23, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

9. 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 August 1, 2026.

June 29, 2026
Date Issued

Peter Nicholson
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 February 1, 2027 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 June 30, 2026

Rent Owing To June 30, 2026	\$10,332.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Total the Tenant must pay to continue the tenancy	\$7,918.24

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 31, 2026

Rent Owing To July 31, 2026	\$12,154.28
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Total the Tenant must pay to continue the tenancy	\$9,740.28

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

Rent Owing To Hearing Date	\$9,828.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,600.00
Less the amount of the last month's rent deposit	- \$1,750.00
Less the amount of the interest on the last month's rent deposit	- \$159.44
Total amount owing to the Landlord	\$5,504.56
Plus daily compensation owing for each day of occupation starting June 23, 2026	\$59.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	