



Order under Section 69 Residential Tenancies Act, 2006

Citation: psomiadis v james, 2026 ONLTB 50592

Date: 2026-06-26

File Number: LTB-L-035559-26

In the matter of: 18 Wolfe Ave
Scarborough ON M1K3L9

Between: Vassilios Psomiadis Landlord

And

Charlton James Tenant

Vassilios Psomiadis (the 'Landlord') applied for an order to terminate the tenancy and evict Charlton James (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 24, 2026.

The Landlord, the Tenant's Legal Representative, Seema Habib, the Tenant's Support Person, Vernoica Daley and the Tenant attended the hearing.

Determinations:

1. 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. There were submissions made by the Tenant that he was not served properly, however, after submissions made by all parties on a balance of probabilities the Tenant was served pursuant to the Rules, by receiving the N4 notice under his door, even though he alleged he did not receive the same via personal service as per the Landlord's Certificate of Service as filed, which the Landlord disputed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,010.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$66.08. This amount is calculated as follows: \$2,010.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,040.00 to the Landlord since the application was filed.
6. The rent arrears owing to June 30, 2026, are \$5,000.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit. The Tenant alleged there was a last month's rent deposit, however, did not provide any documentary evidence to substantiate this claim. I prefer the Landlord's evidence to that of the Tenant's in this regard and on a balance of probabilities there is no last month's rent deposit being held by the Landlord.
9. The Tenant's Legal Representative submitted that the application should be dismissed as the Landlord had not uploaded his L1L9 update sheet pursuant to the Rules. The Landlord provided oral testimony regarding the arrears as of the date of this proceeding, which the Tenant confirmed were correct, hence the application was not dismissed as requested on the basis the L1L9 update sheet was not provided pursuant to the Board's Rules.
10. 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 not be unfair to postpone the eviction until August 31, 2026, pursuant to subsection 83(1)(b) of the Act. This extension of time accounts for both parties' evidence in relation to their financial circumstances.
11. The Landlord's testified that the parties have attempted to work out a payment plan to no avail, since the application was filed. The Tenant's evidence in relation to entering a payment plan illustrated that a payment plan would not be viable given the Tenant's current self employment status, income sources and monthly expenses. The Tenant would have difficulty covering the monthly rent, his other monthly expenses, let alone the arrears.
12. However, the Tenant further testified and provided documentary evidence that he was receiving assistance with the payment of all his arrears from a local rent bank program, and the Landlord only has to accept payment but did not do so prior to this proceeding.
13. The Landlord testified that he was not aware of this program and when they contacted him, they were asking for personal information that he did not feel comfortable providing. Moreover, the Landlord submitted that the arrears are causing the Landlord financial difficulties, and that the Landlord relies on rent to pay expenses for the rental unit.
14. The Tenant requested an extended eviction of 4 months, however only two months shall be provided as this extension of time will provide the Tenant sufficient time to secure his future income sources/funds or to find a new place to live.

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:**

- \$5,186.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$7,196.00 if the payment is made on or before July 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$9,206.00 if the payment is made on or before August 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 August 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 August 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,761.92. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$66.08 per day for the use of the unit starting June 25, 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 August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before August 31, 2026, then starting September 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 September 1, 2026.

June 26, 2026
Date Issued

Panagiotis P. Roupas
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 April 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	\$8,040.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,040.00
Total the Tenant must pay to continue the tenancy	\$5,186.00

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	\$10,050.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,040.00
Total the Tenant must pay to continue the tenancy	\$7,196.00

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

Rent Owing To August 31, 2026	\$12,060.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,040.00
Total the Tenant must pay to continue the tenancy	\$9,206.00

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

Rent Owing To Hearing Date	\$7,615.92
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,040.00
Total amount owing to the Landlord	\$4,761.92
Plus daily compensation owing for each day of occupation starting June 25, 2026	\$66.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	