



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-088375-25

In the matter of: 10 DOVERWOOD CRT
NORTH YORK ON M2M2G7

Between: Chelsea Gate Inc. Landlord

And

Kostiantyn Bezsmertnyi Tenant

Chelsea Gate Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Kostiantyn Bezsmertnyi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

The Landlord's Representative, Kamila Sharapova, and the Tenant attended the hearing. The Landlord's witness, Ghasem Ghods, was also present.

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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$4,307.56. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$141.62. This amount is calculated as follows: \$4,307.56 x 12, divided by 365 days.
5. The Tenant has paid \$7,125.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$48,137.86.
7. The Tenant disagrees with the rent arrears and believes the Landlord is not allocating rent paid by him to the correct account. He says the Landlord has not provided him with the actual breakdown of what is owed on this particular rental unit.

8. The parties have a long-standing relationship. The Tenant had rented five different rental units from the Landlord at the same time. The parties ended the tenancy relationship for three of the five units in 2025. The Tenant owes rent and utilities for most of these units. The Tenant currently has only two rental units leased from the Landlord. The Tenant lives in one unit and sub-leases the other one. The Landlord believes that the Tenant resides in the rental unit which is the subject of this application. The Tenant did not contest this.
9. The Tenant has raised the following issues under section 82 of the *Residential Tenancies Act, 2006* (the 'Act'): illegal rent increases, false ledgers, misrepresentation of payments, defective N4 notice and L1 application and that the Landlord owes the Tenant money in overpaid rent.
10. All issues relate to the rent being charged by the Landlord and payments made by the Tenant and rent arrears being claimed in this application, so they are being addressed together.
11. The Tenant claims that the Landlord has increased his rent illegally over the course of the tenancy. The Tenant started this tenancy on August 1, 2021, with a lawful rent of \$3,500.00 and in August 2025 the rent was increased to \$5,100.00. The Tenant agrees that he had consented to the rent increase but claims it was under duress. The Tenant also alleges that the Landlord did not serve him with a proper notice of rent increase.
12. The Tenant alleges that the Landlord has failed to provide proper ledgers and accounting showing where they were allocating the monies he has been paying. The Tenant claims he has asked the Landlord multiple times for the ledgers and is of the firm belief the Landlord has created this situation solely to get him out of the rental unit.
13. The Tenant testified that he did not receive the N4 notice and was surprised to see the L1 application sent by the Board. The Tenant also did not get any communication from the Landlord that he has not paid any rent for the rental unit for entire 2025 period. The Tenant asserts that he has continued to pay the full amount of rent each month. The Tenant believes the N4 is inaccurate since the rent charged per month should be \$5,100.00 and not \$4,307.56. As a result, this an unlawful rent increase, and the Landlord's L1 must be dismissed. The Tenant asserts that the Landlord owes the Tenant money for all of the over charged rent over the years. The Tenant submitted a chart outlining the rent he believes should have been charged if the rent increases were made per the guideline amounts versus what was actually charged.
14. The Landlord's Agent testified that the Tenant agreed to the rent increases at the time and paid rent for 12 consecutive months in the amount of \$4,500.00 in the 2023- 2024 period. The Tenant also paid \$5,100.00 for the last six months of 2024. They allege that the Tenant has not paid rent regularly since January 2025. Since the Tenant raised the issue of illegal rent increases prior to the L1 application being filed the Landlord went back to 2022 when the Tenant's rent was \$4,000.00 and has applied lawful rent increases to that amount to reach the current lawful rent of \$4,307.22. This lower amount was claimed as lawful rent since January 2025. This reduction was for the Tenant's benefit. The additional monies were applied to other outstanding debts. The Landlord has also cross referenced the bank details provided by the Tenant and has re-checked that each payment has been accounted for. They believe the amounts claimed are accurate.

15. The Landlord's witness, Ghasem Ghods, testified that he personally gave the Tenant the N4 notice when the Tenant visited him in his office. The Tenant had also been given the Landlord's accounts and ledgers on his regular visits to the Landlord's office. They submit that the Tenant has subleased the property and gets rent from his sub-tenants but has failed to then pay the Landlord. The Tenant has also failed to pay the utilities bills. The Tenant pays random amounts throughout the month and the Landlord applies them to unpaid accounts as per their own accounting policies.

Analysis:

16. Pursuant to s.116 of the Act, where a Landlord intends to increase a Tenant's rent, it must provide notice:

116 (1) A landlord shall not increase the rent charged to a tenant for a rental unit without first giving the tenant at least 90 days written notice of the landlord's intention to do so.

(2) Subsection (1) applies even if the rent charged is increased in accordance with an order under section 126.

(3) The notice shall be in a form approved by the Board and shall set out the landlord's intention to increase the rent and the amount of the new rent.

(4) **An increase in rent is void if the landlord has not given the notice required by this section, and the landlord must give a new notice before the landlord can take the increase.**

17. However, sections.135.1 and 136 of the Act state:

135.1 (1) An increase in rent that would otherwise be void under subsection 116 (4) is deemed not to be void if the tenant has paid the increased rent in respect of each rental period for at least 12 consecutive months.

(2) Subsection (1) does not apply with respect to an increase in rent if the tenant has, within one year after the date the increase was first charged, made an application in which the validity of the rent increase is in issue.

(3) For greater certainty, if subsection (1) applies with respect to an increase in rent, section 116 is deemed to have been complied with.

...

136(1) rent charged one or more years earlier shall be deemed to be lawful rent unless an application has been made within one year after the date that amount was first charged and the lawfulness of the rent charged is in issue in the application.

136 (2) An increase in rent shall be deemed to be lawful unless an application has been made within one year after the date the increase was first charged, and the lawfulness of the rent increase is in issue in the application.

18. It is the uncontested that the monthly rent paid by the Tenant for 12 consecutive months between August 2023 to July 2024 is \$4,500.00. Pursuant to s.135.1, \$4,500.00 became the lawful rent once the Tenant paid it for 12 consecutive months. There is no evidence before me that the Tenant did so under duress as the Tenant did not elaborate or provide any detail about this issue. As a result, I find that the lawful rent is \$4,500.00.
19. As a courtesy, the Landlord then decreased the rent from \$4,500.00 to \$4,202.50 for the period between August 2024 and July 2025 and applied rent guideline increase to this base rent and the rent went up to \$4,307.56 from August 2025 to date. Both these amounts are lower than the \$4,500.00 lawful rent as determined above. The Landlord is claiming a lower rent which is to the benefit of the Tenant. Therefore, I find that the lawful monthly rent is \$4,307.56.
20. The Landlord did provide a ledger to the Board and the Tenant which shows all the amounts the Tenant has paid to the Landlord starting from January 2025. The Tenant did not bring any proof of payments he made in addition to the amounts logged by the Landlord to dispute the Landlord's accounts. It is the Tenant's own testimony that he does not specify the rental unit when he sends the Landlord rent money, and it is not the full amount of rent owing either. The Tenant sends random amounts of money to the Landlord throughout the month. I find that the Landlord is allowed to apply the money sent by the Tenant to any outstanding debt if the Tenant fails to specify where it should go. The Tenant also failed to provide any evidence to support his assertions that the Tenant asked for the rental ledgers and the Landlord failed to provide the same to him since the N4 was served. The only emails the Tenant submitted are from 2023 and 2024 and they predate the date the N4 was served.
21. Since the Landlord has provided a clear ledger to show where they have applied the payments received and what amounts remain outstanding, the onus shifted to the Tenant to prove that he actually paid rent to the Landlord towards this particular rental unit. I find that the Tenant has failed to do so. He did not support his statements with evidence. Overall, I find the Landlord's account of what is owing to be accurate. The Tenant owes arrears in the amount of \$48,137.86.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. The Landlord collected a rent deposit of \$4,000.00 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.
24. Interest on the rent deposit, in the amount of \$337.05 is owing to the Tenant for the period from August 1, 2022, to January 8, 2026.
25. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
26. The Tenant stated he requires at least two months to move out but did not provide any reasons to support his claim except that it is not easy to vacate so many properties all at once. The Landlord asserts that the Tenant has another rental property to move into and

there is no reason to delay. The Landlord seeks a standard order since the rent arrears are substantial. I have no reason to delay eviction since the rent arrears are high and the Tenant is only being evicted from the one property involved in the application before me.

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:**
 - \$52,631.42 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$56,938.98 if the payment is made on or before March 3, 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 March 3, 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 March 3, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$40,812.21. 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 \$141.62 per day for the use of the unit starting January 9, 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 March 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 4, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 3, 2026, then starting March 4, 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 March 4, 2026.

February 20, 2026
Date Issued

Sheena Brar
 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 September 4, 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.

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 February 28, 2026

Rent Owing To February 28, 2026	\$59,570.42
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,125.00
Total the Tenant must pay to continue the tenancy	\$52,631.42

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 3, 2026

Rent Owing To March 31, 2026	\$63,877.98
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,125.00
Total the Tenant must pay to continue the tenancy	\$56,938.98

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

Rent Owing To Hearing Date	\$52,088.26
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$7,125.00
Less the amount of the last month's rent deposit	- \$4,000.00
Less the amount of the interest on the last month's rent deposit	- \$337.05
Total amount owing to the Landlord	\$40,812.21
Plus daily compensation owing for each day of occupation starting January 9, 2026	\$141.62 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	