



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kayastha v Zsolt, 2026 ONLTB 26991

Date: 2026-04-02

File Number: LTB-L-100897-25

In the matter of: Upper Floor, 37 Guild Hall Dr.
Scarborough ON M1R4A1

Between: Krishna Prasad Kayastha Landlord

And

Lakatos Zsolt Tenants
Grebely Gabriella

Krishna Prasad Kayastha (the 'Landlord') applied for an order to terminate the tenancy and evict Lakatos Zsolt and Grebely Gabriella (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe ('L1 application').

Krishna Prasad Kayastha (the 'Landlord') applied for an order to terminate the tenancy and evict Lakatos Zsolt and Grebely Gabriella (the 'Tenants') ('L2 application') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;

This application was heard by videoconference on March 24, 2026. The Landlord and the Landlord's legal representative Shiva Prasad Nepal attended the hearing.

As of 10:26 AM, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the Landlord and Tenant Board ('LTB'). There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 application

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$98.63. This amount is calculated as follows: \$3,000.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to March 24, 2026 are \$15,322.58.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$3,000.00 from the Tenants 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.
9. Interest on the rent deposit, in the amount of \$56.61 is owing to the Tenants for the period from May 1, 2025 to March 24, 2026.
10. The Landlord states that on October 10, 2025, November 5, 2025, December 2, 2025, and December 7, 2025 he asked the Tenants if they could make partial payments towards the monthly rent and offered the Tenants an extension of time to pay amounts towards the monthly rent. He states the Tenants advised the Landlord that they do not have money as they have not received money from government subsidies.
11. The Landlord states that the non-payment of rent has made it financially difficult for the Landlord to pay his mortgage payments for the property.

Section 83 considerations

12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including that the Landlord has attempted to negotiate a repayment of the arrears with the Tenants without success. The Tenants did not attend the hearing and have not made any payments towards the arrears since the application filed. I find the amount of the arrears to be significant and I accept the Landlord's uncontested submission that is causing undue financial hardship to the Landlord. I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

13. Unless the Tenants void the L1 order by paying the amount required as set out below, the Tenants must move out of the rental unit on or before April 13, 2026.

L2 Application

Preliminary Issue

14. At the hearing the Landlord requested to amend the L2 application to claim \$5,000.00 in unpaid utilities. The Landlord confirmed that an amended application was not served on the Tenants, nor filed with the LTB.
15. I denied the Landlord's request at the hearing because the Tenants were not present at the hearing and an amended application was not served on the Tenants prior to the hearing. As a result, it would be procedurally unfair to the Tenants to allow the application to be amended at the hearing.
16. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the L2 application is dismissed.
17. The Tenants were in possession of the rental unit on the date the application was filed.

18. N5 Notice of Termination

Substantial interference

On November 5, 2025, the Landlord gave the Tenants a first N5 notice of termination ('N5 notice'). The termination date in the N5 notice is November 28, 2025 and contains the following allegations:

- October 3, 2025 at 5:00 pm – Late rent payments. Rent has consistently been paid late since the commencement of the tenancy;
- November 3, 2025 at 2:38 pm. Scrap and debris. Continued unauthorized dumping of scrap and debris in the front and back yards;
- November 3, 2025 at 2:38 pm. Noise and waste management issues. Neighbours lodged complaints regarding excess noise and improper garbage handling. Excess material not being stored or disposed of;
- November 3, 2025 at 2:38 pm. Unauthorized pet. A dog was first observed on May 3, 2025 and has been observed on premises ever since. The lease agreement prohibits pets;
- November 3, 2025 at 2:40 pm – Property damage. Storm door and backyard storage door are damaged and left unsecured. Both doors confirmed to be in good condition at commencement of tenancy; and
- November 4, 2025 at 8:47 am – Unauthorized occupants. Individuals not listed on the property have been residing at the residential complex for more than two months. At least nine individuals observed onsite. Resulted in substantially increased utility bills and non-compliance with health, safety, and occupancy standards.

19. Subsection 64(3) of the Act stipulates that a notice of termination provided under that section is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission complained of. The voiding period for the N5 notice is from November 6, 2025 - November 12, 2025.
20. At the hearing, the Landlord requested to withdraw the October 3, 2025 allegation. Therefore, this allegation is withdrawn.
21. The Landlord testified that the Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination.
22. For the reasons set out below, I find the Landlord has not established that the Tenants did not void the N5 notice in accordance with s.64(3) of the Act.

November 3, 2025 allegations – broken doors, scrap materials in yard, excess garbage, noise complaints from neighbours, and dog living at rental unit

Broken doors

23. The Landlord produced undated photographs of broken glass on a front entrance storm door and a metal shed door which is detached and caved on a the metal shed in the backyard. The Landlord states the front door glass remains broken and does not close properly and the shed door remains broken. While the Landlord states these items were not repaired or replaced by the Tenants during the voiding period of November 6, 2025 – November, 12, 2025, the Landlord did not provide the dates when the photographs were taken or lead evidence to support that these items were not repaired/replaced by the Tenants within the seven day voiding period. The Landlord also did not lead evidence to support how the Landlord knew that these items have not been repaired/replaced to date. Therefore, this allegation is dismissed.

Scrap materials in yard

24. The Landlord produced undated photographs showing panes of glass, a piece of wood, a tire, and storage containers in the back yard at the residential complex. The Landlord also produced undated photographs showing a minivan with no licence plates parked in the front driveway, along with bicycles and other miscellaneous items stored at the front steps of the residential complex. The Landlord did not lead evidence to establish when the photographs were taken or provide any details which support that these items had not been removed from the residential complex within the seven-day voiding period from November 6, 2025 - November 12, 2025.
25. The Landlord states he received complaints from the neighbours on October 8, 2025 and November 3, 2025 regarding scrap items being stored on the property at the residential complex.
26. The allegation regarding the Tenants storing scrap material and items in the front and back yard is dismissed. This is because the photographs relied on by the Landlord are undated, The Landlord has not provided the particulars to establish how the Landlord became

aware that the items were not removed during the voiding period November 6, 2026 – November 12, 2025.

Noise complaints

27. The Landlord states he received complaints via text message from a neighbour regarding the Tenants making excess noise at night. No dates regarding when the Landlord received these complaints from the neighbours were provided at the hearing to support the allegation relating to a date of November 3, 2025. The Landlord produced an email dated January 2, 2026 from the bylaw enforcement for the City of Toronto which notes they will be investigating a noise complaint relating to the rental unit. I note this date is after the November 3, 2025 date set out within the N5 notice.
28. The Landlord did not provide the dates when he received the complaints from the neighbours relating to excess noise coming from the rental unit. Therefore, the Landlord has not established this allegation occurred on November 3, 2025 as noted in the N5 notice. Further, the Landlord did not lead evidence to establish that the Tenants stopped this conduct during the voiding period November 6, 2025 - November 12, 2025. The email from the City of Toronto dated January 6, 2026 is after the voiding period and does not assist me with determining if the Tenants stopped the conduct relating to excess noise. Therefore, this allegation is dismissed.

Garbage receptacles full

29. The Landlord produced undated photographs of multiple garbage receptacles which appear to be full with garbage bags which are tied closed. One photograph shows a yard waste bag leaning against the house with two disposable coffee cups on the ground. The Landlord states he purchased extra garbage bins for the City of Toronto and showed the Tenants how to sort the garbage. The Landlord also relies on undated text message correspondence sent by the Landlord to the Tenants that the Landlord has received complaints from the neighbours regarding garbage being stored beside the house.
30. While the Landlord did not provide any dates as to when these photographs were taken, I do not find the garbage stored in multiple garbage bins at the residential complex rises to the level of substantial interference. This is because the bags are all tied and contained within the garbage receptacles. It is also unknown if the photographs were taken close to or on a date when the garbage was scheduled to be picked up by the City of Toronto. I also do not find the undated photograph showing one yard waste bag and with two disposable coffee cups beside it rise to the level of substantial interference. For these reasons, this allegation is dismissed.
31. The Landlord states the Tenant has a dog at the rental unit and that the dog remains there to date. The Landlord states that the lease agreement prohibits pets and produced a copy of the lease agreement which the Landlord relies upon to support that the tenancy does not permit pets.
32. Section 14 of the Act stipulates that a provision in a tenancy agreement which prohibits the presence of animals in or about the residential complex is void. Therefore, this clause is

unenforceable for the purpose of evicting the Tenants. Therefore, this allegation is dismissed.

November 4, 2025 allegation – unauthorized occupants

33. The Landlord states that the neighbours have complained that there are a lot of people living at the rental unit. The Landlord states that he immediately called and text messaged the Tenants and the Tenants advised the Landlord that the additional people at the rental unit visiting. The Landlord states he has exterior cameras at the residential complex and he saw there were eleven people at the rental unit for about two to three months. The Landlord states that he is not seeing eleven people there now. The Landlord produced a copy of an e-transfer dated November 24, 2025 for payment sent to the City of Toronto in the amount of \$1,930.98 for payment for utilities. The Landlord states this is a high amount for the utilities and that this supports there are an excess number of people living in the rental unit.
34. The Landlord has not provided any dates regarding when he received complaints from the neighbours regarding multiple people residing in the rental unit, or the dates when the Landlord observed eleven people on camera at the rental unit. The Landlord confirmed there are no longer eleven people living at the rental unit but the Landlord has not established that the number of people living at the rental unit was reduced during the voiding period November 6, 2025 – November 12, 2025. I afford little weight to the e-transfer relied on by the Landlord dated November 24, 2025 as it only shows a payment amount and notes it is for utilities. There was no copy of utility bill produced to confirm what period this payment amount represents. As a result, I am not persuaded this amount is for one month of utilities. For the above reasons, I find the Landlord has not established that there were eleven people living in the rental unit on November 4, 2025 as alleged in the N5 notice. Therefore, this allegation is dismissed.
35. As I have dismissed all of the allegations in the N5 notice, the L2 application is dismissed.

It is ordered that:

1. The L2 application is dismissed.

L1 application

2. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
3. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$19,186.00 if the payment is made on or before April 13, 2026. See Schedule 1 for the calculation of the amount owing.
4. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after April 13, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

5. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 13, 2026.**
6. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,451.97. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
7. The Tenants shall also pay the Landlord compensation of \$98.63 per day for the use of the unit starting March 25, 2026 until the date the Tenants move out of the unit.
8. If the Tenants do not pay the Landlord the full amount owing on or before April 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before April 13, 2026, then starting April 14, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 April 14, 2026.

April 2, 2026
Date Issued

Kimberly Parish
Vice Chair, 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 October 14, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 13, 2026

Rent Owing To April 30, 2026	\$19,000.00
Application Filing Fee	\$186.00
Total the Tenants must pay to continue the tenancy	\$19,186.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$15,322.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$3,000.00
Less the amount of the interest on the last month's rent deposit	- \$56.61
Total amount owing to the Landlord	\$12,451.97
Plus daily compensation owing for each day of occupation starting March 25, 2026	\$98.63 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	