



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

File Number: LTB-L-007092-26

In the matter of: Upper-level master bedroom, 91
GAINSBOROUGH RD
TORONTO ON M4L3C3

Between: Boris Kokalov

Landlord

And

John Eliot Shields

Tenant

Boris Kokalov (the 'Landlord') applied for an order to terminate the tenancy and evict John Eliot Shields (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 1, 2026.

The Landlord, Landlord's legal representative Elina Vasilieva, 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,060.00. It is due on the 1st day of each month.
4. The Tenant has paid \$1,660.00 to the Landlord since the application was filed.
5. The rent arrears owing to April 30, 2026 are \$2,580.00. This amount was not in dispute.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Accordingly, the total amount the Tenant owes the Landlord is \$2,766.00.

Relief from eviction

8. The Landlord requested a standard order, while the Tenant sought a twelve-month payment plan. The Tenant testified that he experienced a serious health issue that rendered him hospitalized until January 17, 2026. As a result, he lost his job, and rental arrears began to accumulate. The Tenant further testified that he has since secured new employment and believes he will be able to repay the arrears over a twelve-month period.
9. I found the Tenant's evidence to be clear, forthright, and credible. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the "Act"), I find that it would not be unfair to grant relief from eviction, subject to the conditions set out in this order, pursuant to subsections 83(1)(a) and 204(1) of the Act. I find this remedy to be particularly appropriate given the quantum of the arrears and lack of any evidence from the Landlord, who was present at the hearing, surrounding their circumstances.

It is ordered that:

1. The Tenant shall pay to the Landlord \$2,766.00 for arrears of rent up to April 30, 2026 and costs. The Tenant shall pay the amount of \$230.50 to the Landlord beginning July 15, 2026, and on the 15th of every month, up to (and including) June 15, 2027.
2. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 2026 to June 2027, or until the arrears are paid in full, whichever date is earliest.
3. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after April 30, 2026.

April 7, 2026
Date Issued

Brett Lockwood
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.