



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-014696-26

In the matter of: 2350 HAMMOND RD
MISSISSAUGA ON L5K1T2

Between: Shangyong Du Landlord

And

Kenan Leskovica Tenant

Shangyong Du (the 'Landlord') applied for an order to terminate the tenancy and evict Kenan Leskovica (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on April 27, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions and advised that they had reached a settlement to resolve all matters at issue in the application. They requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord, the Landlord's representative, Jing Julie Zhu, the Tenant, and the Tenant's support person, Zijad Saskin, were present.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The tenancy is terminated in a final way and without voiding provisions. The Tenant will have until June 30, 2026 to vacate the rental unit, subject to agreed upon payment conditions set out in this Order below.
2. The Tenant has not made any payments since the application was filed.
3. The rent arrears owing to April 30, 2026 are \$64,500.00.
4. The rent arrears owing to the Landlord are more than the Landlord and Tenant Board's (LTB) monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to \$50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to claim the full amount owing at the LTB or a court.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2026.
2. Subject to paragraph 3 and 4 of this Order, the Tenant shall pay to the Landlord \$50,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.
3. The Tenant shall make the following payments to the Landlord, to be credited toward the amount owing under paragraph 2 of this Order:
 - a) \$4,300.00 on or before May 1, 2026;
 - b) \$5,000.00 on or before May 15, 2026;
 - c) \$4,300.00 on or before June 1, 2026; and
 - d) \$5,000.00 on or before June 15, 2026.
4. Provided the Tenant makes all payments required by paragraph 3 in full and on time, the Landlord shall waive the portion of rent arrears exceeding \$25,000.00. As a result, the total amount payable by the Tenant shall be reduced to \$25,186.00 ($\$50,000.00 - \$18,600.00 = \$31,400.00$; $\$31,400.00 - \$25,000.00 = \$6,400.00$ total arrears waived, excluding costs).
5. Subject to paragraph 4 of this Order, the Tenant shall pay the Landlord the remaining balance of \$25,186.00 as follows:
 - a) \$4,200.00 on or before the 15th day of each month for the five (5) month period commencing July 15, 2026 to November 15, 2026;
 - b) \$4,186.00 on or before December 15, 2026.
6. Subject to paragraph 4 of this Order, if the Tenant fails to make any payments required by paragraph 5 of this Order, the outstanding balance payable under paragraph 4 of this Order, after credit for any payments made, shall become immediately due and payable as of the day following the default. Interest shall accrue on the outstanding balance at a rate of 4.00% per year, calculated as simple interest commencing on the day following the breach.
7. If the Tenant fails to make any one of the payments required by paragraph 3 of this Order, 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 earlier than June 30, 2026.
8. If paragraph 7 applies, the outstanding balance payable under paragraph 2 of this Order, after credit for any payments made, shall become immediately due and payable. Simple interest shall accrue on the outstanding balance at a rate of 4.00% per annum, calculated from the day following the date of default.

9. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.

April 29, 2026

Date Issued

Nancy Fahlgren

Hearings Officer, 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 January 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.