



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

File Number: LTB-L-023693-26

In the matter of: 1413, 60 PRINCESS ST
TORONTO ON M5A2C7

Between: GOKHAN KESTEK Landlord

And

SWARAJ MISHRA Tenant

GOKHAN KESTEK (the 'Landlord') applied for an order to terminate the tenancy and evict SWARAJ MISHRA (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 27, 2026.

The Landlord, the Landlord's BERKAN ALTUN, 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 \$2,500.00. It is due on the 1st day of each month.
4. The Tenant has paid \$1,000.00 to the Landlord since the application was filed.
5. The Landlord testified the rent arrears owing to May 31, 2026 are \$10,700.00.
6. The Tenant disputed rent arrears. Specifically, the Tenant alleged that the total rent arrears outstanding ought to be \$9,600.00. However, I favour the Landlord's evidence over the Tenant's evidence because during the Tenant's testimony they testified that the total amount they paid was the same amount the Landlord had claimed on the N4 notice and in the application, therefore, there was no error in

the Landlord's calculations and the rent arrears owing to May 31, 2026 are \$10,700.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Tenant requested relief from eviction and proposed a payment plan. The Tenant recently obtained employment through RBC and is earning \$800.00 per week and he recently was approved to receive \$5,000.00 through the rent bank. The Landlord opposed the payment plan.
9. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. The Tenant testified they obtained relief from the rent bank in the amount of \$5,000.00, which would bring total rent arrears to \$5,700.00, plus the \$186.00 filing fee. I understand the Landlord challenged whether or not the Tenant was to actually receive the \$5,000.00 from the rent bank, however, the documentary evidence adduced at the hearing supports the Tenant's position. The only outstanding condition for the Tenant receiving the \$5,000.00 from the rent bank was an agreement with the Landlord to work out a payment plan. Even though the Landlord did not agree to the payment plan, I am ordering one below, which creates a conditional agreement between the Landlord and the Tenant. Furthermore, the Tenant makes \$800.00 per week at minimum, ensuring they are able to keep up with their lawful rent payments and rent arrears payments.

It is ordered that:

1. The Tenant shall pay to the Landlord \$10,886.00 for arrears of rent up to May 31, 2026, inclusive of the filing fee.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$5,300.00 by June 30, 2026;
 - b) \$500.00 by July 31, 2026;
 - c) \$500.00 by August 31, 2026;
 - d) \$500.00 by September 30, 2026;
 - e) \$500.00 by October 31, 2026;
 - f) \$500.00 by November 30, 2026;
 - g) \$500.00 by December 31, 2026;
 - h) \$500.00 by January 31, 2027;
 - i) \$500.00 by February 28, 2027;
 - j) \$500.00 by March 31, 2027;
 - k) \$500.00 by April 30, 2027; and
 - l) \$586.00 by May 31, 2027.

3. The Tenant shall pay June 2026 rent by June 15, 2026.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period July 1, 2026 to May 31, 2027, or until the arrears are paid in full, whichever date is earliest.
5. 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 May 31, 2026.

June 2, 2026

Date Issued

Vishal Nanda

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.