



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: CHAHAL v KARAHALIOS, 2026 ONLTB 2421

Date: 2026-01-08

File Number: LTB-L-065857-25-RV

In the matter of: 1910, 2920 Highway 7
Concord ON L4K0P4

Between: KHUSHKISMAT CHAHAL Landlord

And

LIZA KARAHALIOS Tenant

Review Order

KHUSHKISMAT CHAHAL (the 'Landlord') applied for an order to terminate the tenancy and evict LIZA KARAHALIOS (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-065857-25 issued on October 16, 2025 based on a hearing that took place on October 6, 2025 where only the Landlord attended as of 2:11pm.

On November 3, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved. The Tenant alleged that they were not reasonably able to participate in the hearing due to medical issues on the hearing date.

On November 3, 2025 interim order LTB-L-065857-25-RV-IN was issued, staying the order issued on October 16, 2025.

This review was heard by videoconference on November 24, 2025.

The Landlord's agent, Simran Chahal, the Landlord's legal representative, Arshdeep Kaur, and the Tenant attended the hearing.

Determinations:

Request for Review

1. The Tenant alleged that they were not reasonably able to participate in the hearing due to unforeseen medical issues on the hearing date.

2. After taking submissions from both sides regarding the lack of attendance of the Tenant on the hearing date, the Landlord then went on to state that they had previously requested an order for payment of arrears only without a sheriff enforcement provision and they wanted the Board to consider termination of the tenancy instead.
3. On this basis, it would be unfair to consider the Tenant's request for review without considering the Landlord's desire to change the original order to consider sheriff enforcement in addition to the rent arrears.
4. Accordingly, I find it most appropriate to grant the review request and considered this request to be on consent based on both parties' submissions on the hearing date and on this basis, I proceeded to hear the Landlord's application de novo.

Tenant's Section 82(1) Claim – T6 Application

5. The Tenant requested to have their T6 application also considered at the hearing under file LTB-T-059266-25. The Tenants request to combine the applications was denied by endorsement the first time on August 27, 2025 and for the second time by endorsement dated October 1, 2025.
6. And while the Tenant uploaded their respective material to the portal regarding the evidence and T6 application, they did not serve a copy independently on the Landlord prior to the review hearing.
7. Pursuant to subsection 82(1) of the *Residential Tenancies Act, 2006* (the 'Act'), and the Board's Rules, the Tenant must submit a copy of their issues and evidence to the Landlord at least seven days prior to the hearing. They did not do so.
8. I do not accept that the Tenant had no knowledge of the requirement to serve the Landlord in advance of the hearing as this is not the first time, they have engaged in the Board's hearing process and ought to be aware of the disclosure rules and the requirements to serve the Landlord a copy of their material directly. As of the review hearing, the Board had not yet scheduled the Tenant's application to be heard, so the Board would not have given the Landlord notice of the T6 application or the contents of the application form.
9. The only disclosure that was given directly to the Landlord was a copy of the doctor's note supporting the reason for the Tenant's review request.
10. Accordingly, the Tenant's T6 application shall proceed on another date to be scheduled by the Board in due course.

L1 Application de novo

11. 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.
12. As of the hearing date, the Tenant was still in possession of the rental unit.
13. The lawful rent is \$2,100.00. It is due on the 15th day of each month.

14. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
15. The Tenant has paid \$4,200.00 to the Landlord since the application was filed.
16. Both parties agreed that the rent arrears owing to December 14, 2025 are \$6,300.00.
17. The Landlord collected a rent deposit of \$2,100.00 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.
18. Interest on the rent deposit, in the amount of \$43.44 is owing to the Tenant for the period from January 27, 2025 to November 24, 2025.

Discretionary Relief

19. have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. At the hearing the Tenant submitted that they required more time before having to vacate the rental unit. They were between jobs and had very limited funds to be able to pay the ongoing rent or arrears to the Landlord. As of the hearing date, they had no secured way to obtain funds in order to satisfy the rent arrears.
21. The Landlord was not opposed to granting a short extension of time, however, they were opposed to a lengthy payment plan without the Tenant having any means to pay either the ongoing rent or the rent arrears.
22. At the hearing I had indicated that I would grant the Tenant with additional time to pay the arrears up to January 4, 2026 so long as in the interim they paid the December rent of \$2,100.00 to the Landlord as it came due on December 15, 2025.
23. Since time has elapsed since the hearing and this order is being issued after the December 15, 2025 payment deadline date, I find it more appropriate under all the circumstances to grant the Landlord's application pursuant to a standard 11-day order.
24. The Tenant at the hearing indicated that they needed until January 4th to reassess their employment income or that they would consider moving to their mother's house to stop any financial hardship to the Landlord.
25. The Landlord did not want to agree to an extension of time beyond December 15th because they had already leased the rental unit to someone else with a December 16th move in date.
26. It was explained to the Landlord at the hearing that they could not have it both ways. Meaning that if I were to consider adding enforcement to the original order, then I still have to consider the Tenant's circumstances and weigh them against the Landlord's prejudice in granting additional time.

27. The Tenant has suffered a financial set back due to mental health issues and they are currently unemployed. And while I am a big fan of having pets and understand the costs associated with vet bills, I can't ignore that the Tenant chose to pay the vet bills rather than the rent to maintain their housing. The Landlord should not bear the consequences of the Tenant's choices, as sympathetic as they may be.

28. Accordingly, I find that any further discretionary relief would be prejudicial to the Landlord.

It is ordered that:

1. The request to review order LTB-L-065857-25 issued on October 16, 2025 is granted. The order is cancelled and replaced with the following order:
2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,400.00 if the payment is made on or before January 14, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$10,500.00 if the payment is made on or before January 19, 2026. See Schedule 1 for the calculation of the amount owing.
4. 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 January 19, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **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 January 19, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$2,746.96. This amount includes rent arrears owing up to the date of the hearing. 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.
 7. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.
 8. If the Tenant does not pay the Landlord the full amount owing on or before January 19, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
 9. If the unit is not vacated on or before January 19, 2026, then starting January 20, 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 January 20, 2026.

January 8, 2026
Date Issued

Terri van Huisstede
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 July 20, 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 January 14, 2026

Rent Owing To January 14, 2026	\$12,600.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
Total the Tenant must pay to continue the tenancy	\$8,400.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before January 19, 2026

Rent Owing To February 14, 2026	\$14,700.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
Total the Tenant must pay to continue the tenancy	\$10,500.00

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

Rent Owing To Hearing Date	\$9,090.40
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,200.00
Less the amount of the last month's rent deposit	- \$2,100.00
Less the amount of the interest on the last month's rent deposit	- \$43.44
Total amount owing to the Landlord	\$2,746.96
Plus daily compensation owing for each day of occupation starting November 25, 2025	\$69.04 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	