



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

Citation: CHALLA v EWALD, 2026 ONLTB 11828

Date: 2026-02-06

File Number: LTB-L-040929-25

In the matter of: 489 STRASBURG RD
KITCHENER ON N2E1P1

Between: GANAPATHI SUBRAHMANYAM CHALLA Landlord
HEMA NAGA SRI ERANKI

And

JACKSON TRAVERS GABRIEL KERMENS Tenant
EWALD
MALKIJAH COMMISSIONG

GANAPATHI SUBRAHMANYAM CHALLA and HEMA NAGA SRI ERANKI (the 'Landlord') applied for an order to terminate the tenancy and evict JACKSON TRAVERS GABRIEL KERMENS EWALD and MALKIJAH COMMISSIONG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 30, 2026.

The Landlord's Legal Representative, Varun Bhardwaj, the Landlord and the Tenant, Jackson Travers Gabriel Kermens Ewald, attended the hearing.

Determinations:

Preliminary Issue: Non-Compliance with an Interim Order and Evidentiary Issues:

1. At the outset of the hearing the Landlord raised that the Tenant had not complied with the interim order issued on August 8, 2025 requiring the Tenant to pay their ongoing rent.
2. Interim Order LTB-L-040929-25-IN issued on August 8, 2025 specified at paragraphs 9 and 10:

"9. The Tenants shall pay the ongoing rent to the Landlords by the day it is due until this matter is resolved or the LTB orders otherwise.

10. If the Tenants do not comply with the requirement to pay the ongoing rent, the Member may refuse to accept or consider the Tenants' evidence and submissions."

3. The Landlord provided a breakdown of payments they had received since the interim order was issued, totalling \$3,800.00. During that period of time, \$14,400.00 of rent had come due. While the Tenant disputed that these were the only payments made, the Tenant did not file any evidence to substantiate further payments, nor did they point me to any specific further payments that were made.
4. The Tenant raised that he did not file this evidence as he stated he was unaware the Landlord intended to submit that the Tenant had only made \$3,800.00 in payments since the interim order was issued. The Tenant objected to the Landlord's evidence, stating he was not served with it.
5. However, the Landlord supplied an e-mail sent to the Tenant's e-mail address on January 23, 2026 which included an L1/L9 update sheet and breakdown of payments, the evidence on which the Landlord was relying. While the Tenant states that they did not receive this e-mail, and believed it to be fraudulent, I find that this e-mail was in fact sent to the Tenant and they had adequate notice of the Landlord's position. This is also evidence that could have been provided directly by the Landlord in the hearing, but was instead provided in writing to the LTB and to the Tenant in advance of the hearing. I find on that basis that there was no prejudice to the Tenant in permitting the evidence to be referenced, and that they were in fact sent this evidence prior to the hearing in any event.
6. Further, I note that the Tenant when asked whether if the matter was briefly stood down they would be able to provide bank records showing they paid their rent on time and in full each month, indicated that they could not as it would take them time to review their bank records. If there was a regular monthly payment paid each month on time to the Landlord, this sort of information should not take a lengthy period to identify in bank records.
7. I am not satisfied that the Tenant complied with the interim order. I also was not satisfied that there would be sufficient time to complete the hearing of this application if the issues the Tenant raised pursuant to section 82 of the Act were required to be determined in the scheduled hearing block. I find given this that it would have been unduly prejudicial to the Landlord to permit the Tenant to continue to raise issues under section 82 of the Act while not having complied with the interim order to pay ongoing rent.
8. On that basis, I exercised my discretion and refused to consider evidence and submissions from the Tenant in relation to section 82 of the Act, but permitted the Tenant to make submissions in regard to the L1 application itself, including preliminary issues and issues raised pursuant to section 83 of the Act. The Tenant may file their own application in respect of the issues they wish to raise pursuant to section 82 if they have not already done so.

Preliminary Issue: Validity of N4 Notice of Termination

9. The Tenant submitted that the N4 Notice of Termination was invalid as it contained an incorrect amount rent due when it was served. The basis for this submission was that the Tenant and Landlord had agreed for the Tenant to perform work on the rental unit, and that

a rent abatement would be given for that work totalling \$2,400.00. The Tenant's position was that given that this rent abatement was not credited in the N4 Notice of Termination, the amount listed was incorrect.

10. It was not disputed that this work was never completed or started. The Tenant submits they are entitled to the benefit of this agreement as the Landlord was supposed to provide materials to the Tenant to complete this work and did not. The Landlord denies this. I find it unnecessary to make determinations as to that aspect of the agreement, and who was in breach of it for the reasons below.
11. I reviewed a copy of e-mails between the parties' that outlined the agreement. The agreement was for the Tenant to perform work on the rental unit for \$2,400.00. The agreement also outlined that the payments for this work would be made through forgiving the balance of rent due in April, 2025 and discounting the further rent due on May, 2025. I find that this constitutes a separate agreement for work to be performed by the Tenant that exists outside of the tenancy agreement, regardless of the contemplated method of payment.
12. Given the above, I find the Landlord is not required to account for these amounts in an N4 Notice of Termination in these circumstances where the work was never performed. If there was a breach of this separate contract, the parties may seek redress to determine who is responsible for that breach and any corresponding damages. Given the work was never performed, any damages may not be equivalent to the \$2,400.00 that the Tenant agreed to perform the work for, even if they prove the Landlord breached this contract. In any event, the Tenant's claims in this regard do not invalidate the N4 Notice of Termination in these circumstances.

Preliminary Issue: Agreement on Termination Date

13. The Tenant originally wished to submit that eviction should be denied pursuant to section 83(3)(a) of the *Residential Tenancies Act*, 2006 (the "Act"), and some evidence was taken in regard to these issues. However, part way through the hearing the Tenant made clear they intended to leave in any event, and on that basis the Landlord and Tenant agreed to a March 1, 2026 termination date for the tenancy. With this agreement, the Tenant withdrew their pursuit of an order that eviction was required to be refused under section 83(3)(a) of the Act. Therefore, no determinations are made in this regard.

Application for Non-Payment of Rent

14. 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.
15. As of the hearing date, the Tenant was still in possession of the rental unit.
16. The lawful rent is \$2,400.00. It is due on the 1st day of each month.
17. Based on the Monthly rent, the daily rent/compensation is \$78.90. This amount is calculated as follows: \$2,400.00 x 12, divided by 365 days.

18. The Tenant has paid \$3,800.00 to the Landlord since the application was filed. The Tenant disputed this, stating that they had made more payments. However, the Tenant was unable to provide me with any specifics as to these payments and did not provide any substantiating documentation to show that they made further payments.
19. While it is the Landlord's ultimate burden to prove the necessary elements of their application, the Landlord cannot prove a negative. Where the Landlord provides an amount owing, and specifies the payments they have received, it is effectively up to the Tenant to provide some evidence as to further specific payments. Given the Tenant was unable to do so, I find that the payment information specified by the Landlord is accurate.
20. The rent arrears owing to January 31, 2026 are \$19,400.00.
21. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
22. The Landlord collected a rent deposit of \$2,400.00 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.
23. Interest on the rent deposit, in the amount of \$50.40 is owing to the Tenant for the period from January 31, 2025 to January 30, 2026.
24. Given the consent of all parties to terminate the tenancy on March 1, 2026 as discussed above, in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to postpone the eviction until March 1, 2026 pursuant to subsection 83(1)(b) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$21,986.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$24,386.00 if the payment is made on or before March 1, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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 March 1, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **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 March 1, 2026.**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$17,102.60. 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 Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$78.90 per day for the use of the unit starting January 31, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 1, 2026, then starting March 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 March 2, 2026.

February 6, 2026
Date Issued

Benjamin Seigel
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 September 2, 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 February 28, 2026

Rent Owing To February 28, 2026	\$25,600.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,800.00
Total the Tenant must pay to continue the tenancy	\$21,986.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 1, 2026

Rent Owing To March 31, 2026	\$28,000.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,800.00
Total the Tenant must pay to continue the tenancy	\$24,386.00

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

Rent Owing To Hearing Date	\$23,167.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,800.00
Less the amount of the last month's rent deposit	- \$2,400.00
Less the amount of the interest on the last month's rent deposit	- \$50.40
Total amount owing to the Landlord	\$17,102.60
Plus daily compensation owing for each day of occupation starting January 31, 2026	\$78.90 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	