



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: Channa v Seguin, 2026 ONLTB 13022

Date: 2026-02-10

File Number: LTB-L-109444-25-SA

In the matter of: 1402 JAMISON AVE
Ottawa ON K1E1J5

Between: Geeta Channa Landlord

And

Paul Seguin Tenants
Janey Logue

Geeta Channa (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Seguin and Janey Logue (the 'Tenants') and for an order to have the Tenants pay the rent they owe because the Tenants did not meet a condition specified in the order issued by the LTB on April 3, 2025 with respect to application LTB-L-004984-25 & LTB-L-097517-24.

The Landlord's application was resolved by order LTB-L-109444-25, issued on February 10, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-109444-25.

This motion was heard by videoconference on February 4, 2026.

The Landlord's agent, Raman Agarwal, the Landlord's representative, Lori Shepherd, and the Tenant, Janey Logue, and the Tenants' representative, Katherine Gale, attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenants' representative did not deny that there was a \$20.48 shortfall in rent paid for each of September, October, November and December 2025. She stated that this was unintentional and that the shortfall was paid to the Landlord on January 14, 2026.
2. Based on the evidence before me, I am satisfied that the Tenants failed to meet a condition specified in the order issued by the LTB on April 3, 2025 with respect to application LTB-L-004984-25 & LTB-L-097517-24, namely that they did not pay rent in full on December 1, 2025.

The surrounding circumstances

3. For the following reasons, I find that it would not be unfair to set aside order LTB-L-109444-25.
4. First, it is undisputed that the Tenants paid the Landlord the shortfall of rent in the amount of \$74.89 (i.e. \$81.92 minus a small overpayment from July and August 2025) as soon as it was discovered on January 14, 2026. As such, rent payments are up to date.
5. Second, the Tenants' representative stated that the Tenants paid the Landlord the arrears payments of \$1,000.00 on June 15, 2025 and \$310.98 on July 15, 2025. Pursuant to section 201(d) of the *Residential Tenancies Act, 2006*, I asked the Tenants' representative to upload evidence to the Board's file to confirm that the Tenants had paid \$1,000.00 to the Landlord's property manager and husband, Raman Agarwal. As such, the Tenants' representative produced an e-transfer confirmation [Doc 7301386] which shows the Tenants e-transferred \$1,000.00 to the Landlord on June 14, 2025. The Tenants' representative confirmed that she did not have an e-transfer confirmation that the \$1,000.00 payment had been accepted or deposited into the Landlord's account.
6. The Tenants' representative also confirmed that the Tenants did not have documentary evidence, other than a transaction number, that they had paid \$310.98 to the Landlord on or before July 15, 2025. She explained that because the Tenants' bank account had been frozen in August 2025, they could not access their banking records to obtain that confirmation.
7. The Tenants confirmed that they were prepared to pay the Landlord \$1,310.98 immediately in satisfaction of the outstanding arrears and that they would request reimbursement of the duplicate payment, if they were able to locate proof that they had previously paid that amount to the Landlord.
8. The Tenants' representative submitted that the Tenants are prepared to pay \$1,310.98 to the Landlord, despite claiming that they have already paid that amount because they have lived in the unit for sixteen years and want to continue doing so.
9. It is the Landlord's position that the Tenants did not pay the arrears payment of \$1,310.98 and that it would be unfair to the Landlord to set aside order LTB-L-109444-25. The Landlord's representative stated that the relationship between the Landlord and the Tenants is beyond repair and that the Landlord is constantly having to pursue the Tenants to pay their rent on time.
10. In response, the Tenant's representative produced order LTB-L-036190-25 issued on July 4, 2025 [Doc 300372] wherein the member was concerned *"that the Landlord is actively frustrating the Tenants' attempts to pay rent, thereby creating the conditions for a breach to occur"*. The Tenants' representative submitted that it was for that very reason that the Tenants now pay their rent through their representative who then transfers it to the Landlord.

Analysis

11. The Landlord did not dispute that rent is received from the Tenants' representative rather than the Tenants directly. This method of paying rent, together with the concerns raised in order LTB-L-036190-25 issued on July 4, 2025, leads me to question the credibility of the Landlord

and whether, in fact, it is possible that the Landlord received the last two arrears payments of \$1,310.98. There is insufficient evidence, however, for me to make a determination on whether or not those payments were made.

12. That being said, based on the fact that the Tenants are up to date with their rent, that their rent payments are now being facilitated through their representative and that the Tenants are willing to pay the disputed arrears of \$1,310.98 immediately to the Landlord, I find that it would not be unfair to set aside order LTB-L-109444-25. While it is evidence that terminating this sixteen-year tenancy would be extremely prejudicial to the Tenants, there was no prejudice identified to the Landlord's other than that the Landlords were fed up chasing this Tenants for rent. It appears, however, that issues with rent payments may, in fact, be attributable to the Landlord's actions and not those of the Tenants.

It is ordered that:

1. The motion to set aside Order LTB-L-109444-25, issued on February 10, 2026, is granted.
2. Order LTB-L-109444-25, issued on February 10, 2026, is set aside and cannot be enforced.

February 10, 2026
Date Issued

Karen Gonçalves
Member, Landlord and Tenants 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.