



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kallappara v Grass, 2026 ONLTB 13450

Date: 2026-02-26

File Number: LTB-L-097717-25

In the matter of: Basement Unit, 1026 METRO ROAD
NORTH
KESWICK ON L4P3E9

Between: Basil Kallappara Landlord

And

Christopher J Grass Tenant

Basil Kallappara (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher J Grass (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 5, 2026.

The Landlord's Representative, Sarah Narayan, 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 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,600.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$52.60. This amount is calculated as follows: \$1,600.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$7,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$1,600.00 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.
9. Interest on the rent deposit, in the amount of \$91.78 is owing to the Tenant for the period from October 1, 2023, to February 5, 2026.

Relief from eviction

10. The Tenant testified he could pay ongoing rent and \$200.00 per month toward arrears. The Tenant also provided evidence about his current income and expenses. He testified that he receives \$733.00 from Ontario Works and \$650.00 from a roommate. However, this still leaves the Tenant short \$217.00 for rent.
11. The Tenant testified that he is hoping to go back to work but that he has not worked in sometime. He also testified that he has not applied for Ontario Disability Support Program because he does not have a doctor in the area to assist in filling out the application. The Tenant testified that he has not applied for subsidized housing.
12. The Tenant's income was insufficient to cover his current expenses and rent. There was no evidence provided that the Tenant's financial circumstances would change drastically over the next few months to the point of the Tenant being able to pay ongoing rent in addition to arrears.
13. Unfortunately, it is more unfair to the Landlord to allow the tenancy to continue as it is unclear when or if the Tenant's financial circumstances will improve.
14. The Tenant testified that he would need a few months to find a new rental unit in the event his proposed payment plan was not found to be reasonable in the circumstances. The Landlord is holding a last month's rent deposit.
15. Based on the circumstances I find it appropriate to postpone the eviction to March 31, 2026, this will allow the Tenant to either pay the arrears or find a new rental unit and is minimally prejudicial to the Landlord in light of the last month's rent deposit being held.
16. As such, 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 postpone the eviction until March 31, 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:**
 - \$7,186.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,786.00 if the payment is made on or before March 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,157.22. 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 \$52.60 per day for the use of the unit starting February 6, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026, at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.

February 26, 2026
Date Issued

Nicole Pedron
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 October 1, 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	\$7,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$8,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,786.00

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

Rent Owing To Hearing Date	\$5,663.00
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,600.00
Less the amount of the interest on the last month's rent deposit	- \$91.78
Total amount owing to the Landlord	\$4,157.22
Plus daily compensation owing for each day of occupation starting February 6, 2026	\$52.60 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	