



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kahlon v Brown, 2026 ONLTB 18733

Date: 2026-03-03

File Number: LTB-L-104113-25

In the matter of: Basement Unit, 64 Golden Eagle Way
Barrie, ON L4M6P8

Between: Jasvir Kahlon Landlord

And

Margot J. Brown Tenant
Erika Kathleen Brown

Jasvir Kahlon (the 'Landlord') applied for an order to terminate the tenancy and evict Margot J. Brown and Erika Kathleen Brown (collectively the 'Tenant') because the Tenant did not pay the rent owed.

This application was heard by videoconference on February 23, 2026.

The Landlord's Representative, Erli Bregu, and both Tenants attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of 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 \$1,800.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$59.18. This amount is calculated as follows: \$1,800.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The uncontested rent arrears owing to February 28, 2026, are \$7,200.00.
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 \$1,800.00 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 \$27.75 is owing to the Tenant for the period from June 1, 2025, to February 23, 2026.
10. The Landlord collected an illegal security deposit of \$1,000.00 from the Tenant at the start of the tenancy.
11. Interest on the illegal security deposit, in the amount of \$17.77 is owing to the Tenant for the period from June 1, 2025, to February 23, 2026.

Relief from Eviction

12. The Landlord's Representative submitted that the Tenant fell into rental arrears in November 2025. Following the onset of arrears, the Landlord and their Representative made multiple attempts to contact the Tenant by mail to advise of the outstanding balance and to request that a payment arrangement be made.
13. The parties met privately prior to the hearing, at which time the Tenant proposed a repayment plan. The Landlord did not agree to the proposal, citing concerns with the length of time required to satisfy the arrears. The Landlord's Representative further submitted that the Tenant ceased paying rent on the belief that her rights under the Residential Tenancies Act were being infringed. As a result of the continued arrears, the Landlord sought a standard eviction order.
14. Tenant Erika Brown testified that she and her mother wish to remain in the rental unit and proposed a repayment plan to address the arrears consisting of monthly payments of \$615.00 beginning April 1, 2026. She further committed to resuming payment of the full lawful monthly rent commencing March 1, 2026.
15. In support of the proposed plan, the Tenants disclosed a combined monthly income of \$4,408.00 and monthly expenses totaling \$1,425.00.

16. Based on the income and expense information provided, and after accounting for the ongoing monthly rent obligation together with the proposed arrears payments, the Tenants would retain an estimated monthly surplus of approximately \$568.00. This surplus supports a finding that the proposed repayment plan is financially feasible and sustainable.
17. While the Landlord sought a standard eviction order, the inclusion of a section 78 clause would provide appropriate protection in the event of default. Although the Landlord's Representative did not have instructions to consent to a payment plan, the parties were advised at the hearing that an order would be issued based on the Tenant's proposal as presented.
18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant, 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,368.23 for arrears of rent up to February 28, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Payment #	Payment Date (on or before)	Payment Amount	Balance
1	April 1, 2026	\$615.00	\$5,753.23
2	May 1, 2026	\$615.00	\$5,138.23
3	June 1, 2026	\$615.00	\$4,523.23
4	July 1, 2026	\$615.00	\$3,908.23
5	August 1, 2026	\$615.00	\$3,293.23
6	September 1, 2026	\$615.00	\$2,678.23
7	October 1, 2026	\$615.00	\$2,063.23
8	November 1, 2026	\$615.00	\$1,448.23
9	December 1, 2026	\$615.00	\$833.23
10	January 1, 2027	\$615.00	\$218.23
11	February 1, 2027	\$218.23	\$0.00

3. If not already paid, the Tenant shall pay to the Landlord the rent for March 2026 on or before March 7, 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 from April 1, 2026, to February 1, 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 February 28, 2026.

March 3, 2026
Date Issued

Ken Audziss
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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.