



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

Citation: Kahlon v Combaluzier, 2026 ONLTB 20895

Date: 2026-03-11

File Number: LTB-L-089816-25-RV

In the matter of: Upper Unit, 904 LAKE DR E
JACKSONS POINT ON L0E1L0

Between: Lakhvir Kahlon Landlord

And

Nathan Combaluzier Tenant

Review Order

Lakhvir Kahlon (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Combaluzier (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-089816-25 issued on January 21, 2026.

On January 30, 2026, 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 proceeding.

On February 2, 2026, interim order LTB-L-089816-25-RV-IN was issued, staying the order issued on January 21, 2026.

This application was heard by videoconference on January 12, 2026. The Landlord, the Landlord's Legal Representative, A. Mandur, the Tenant's Legal Representative, W. Phang, and the Tenant attended the hearing.

Preliminary Issues:

The Tenant, whose Application about Tenant Rights (T2) and Tenant Application about Maintenance (T6) are yet to be scheduled, sought to raise nine issues pursuant to section 82 of the *Residential Tenancies Act, 2006* ('the Act').

I explained to the Tenant that once I decide on the issues, he cannot bring them up again at a future hearing because they would be considered resolved. I stood the matter down for the Tenant

to speak with his representative and confirm that he wished to proceed on two issues: heat and nonfunctional air conditioner. They returned after a few minutes, and the Tenant withdrew the other issues.

Determinations:

Review Request

1. The Tenant alleged that he was not reasonably able to participate in the original proceeding of January 12, 2026, which resulted in the order terminating the tenancy for nonpayment of rent.
2. In support of the request, the Tenant provided medical documentation showing that on January 12, 2026, he was treated in a medical facility in Texas.
3. The Landlord and Tenant Board Interpretation Guideline 8 states that *"The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding"*.
4. Although the Landlord opposed the request, they provided no evidence to challenge the authenticity of the medical document provided by the Tenant. Given that the LTB is enjoined to interpret the phrase "not reasonably able to participate" broadly to ensure natural justice, I find that the Tenant was prevented from participating in the proceeding because he was receiving treatment on January 12, 2026.
5. On the basis of the submissions made in the request, I am satisfied that the Tenant was not reasonably able to participate in the proceeding. The Landlord's application was heard afresh as a result.

Non-Payment of Rent

6. 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.
7. As of the hearing date, the Tenant was still in possession of the rental unit.
8. The lawful rent is \$2,200.00. It is due on the first day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
10. The Tenant has not made any payments since the application was filed.
11. Due to the issues raised, explained below, the Tenant received a credit of \$1,810.05.
12. The rent arrears owing to February 28, 2026, are \$13,589.95.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$2,200.00 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.
15. Interest on the rent deposit, in the amount of \$211.02 is owing to the Tenant for the period from September 25, 2020, to February 26, 2026.

Section 82 Issues

16. The Tenant raised two issues pursuant to section 82 of the Act, which provides that the LTB shall permit the tenant to raise any issue that could be the subject of an application made by the tenant under this Act.

Non-Functioning Air conditioner

17. The Tenant testified that in June 2025, he informed the Landlord that the air conditioner was not working and had to remind him again in August 2025. On consent, the Tenant left the rental unit for a short-term rental from August 8, 2025, to August 11, 2025, while the Landlord resolved the issue. The parties agree that the Tenant would deduct the rental cost, \$1,321.77 from the rent in August 2025.
18. The Tenant returned to the unit on August 11, 2025, to find the issue unresolved, so he hired a technician who attended the rental unit on the same date. A copy of the invoice, provided by the Tenant, showed that the technician found a condenser coil to be severely clogged and *'Thoroughly clean (sic) the outdoor coil using a chemical cleaner to remove impacted dirt and debris from normal operation.'* The Tenant incurred costs of \$488.28 for hiring the technician.
19. The Landlord testified that the rental unit has an air conditioner in the window as well as a central unit. Due to complaints from the Tenant that the unit was hot while the basement residents complained that it was cold, the Landlord on August 8, 2025, hired a 'mechanic' to rectify the issue and it was done within two days after the Tenant left temporarily. They Landlord ran the air conditioner for two days after the repairs and were satisfied that the issue was resolved. There were no further complaints about the air conditioner after that date.
20. Section 20 (1) of the Act provides that a Landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.
21. Given that the Landlord failed to provide any invoices, independent evidence, or other documentation to show that a professional technician resolved the issue, I am not convinced that it was done. Or if it was, it was done poorly by a 'mechanic' who did not observe the clogged condenser coil. The Tenant is entitled to the cost of \$488.28 as it was reasonable for him to hire his own technician in the circumstance.
22. The amount of \$1,321.77 for the short-term rental which the parties agreed to deduct from the rent for August 2025, will also be credited to the Tenant. No rent abatement will be awarded from June 2025 because the Tenant's *Issues a Tenant Intends to Raise at a Rent*

Arrears Hearing shows that the Landlord was informed about the issue on August 1, 2025, and by August 8, 2025, he brought in the 'mechanic'.

23. The Tenant is credited with \$1,810.05 which represents the short-term rental fee and the cost incurred for the technician.

Heating

24. The Tenant testified that on November 12, 2025, there was no heat in the unit, and the Landlord did nothing to resolve it. Instead on November 14, 2025, the Landlord's Legal Representative sent him a letter asking him to vacate the rental unit following which the issue will be fixed.
25. I reviewed the letter which simply states that the Landlord was having difficulty keeping up with the mortgage payments due to the Tenant's failure to pay the rent, and sought a payment plan from the Tenant. It further states that if the Tenant did not have a payment plan, the Landlord will consider resolving the matter if the Tenant chose to vacate the unit at the end of that month. As the letter made no reference to heat, the only rational interpretation of the 'matter' mentioned was the arrears. Therefore, I am not satisfied that the Landlord declined to fix the heat.
26. The Tenant further stated that he left the unit on November 14, 2025, on receipt of the Landlord's letter and has not been back except briefly on December 21 and 22, 2025. He sent a friend to the unit who informed him that there was no heat, and that the pipes were frozen in December 2025.
27. The Landlord testified that the temperature is controlled from the rental unit, he visits the basement unit weekly, and the pipes are not frozen. Questioned on why the pipes were frozen if the heat was working on January 31, 2026, the Landlord reiterated that he did not observe any issues with the pipes.
28. The Landlord denied that a technician visited the rental unit on January 28, 2026, but once confronted with a video, stated that it was his friend the mechanic who fixes everything. The Landlord maintained that the rental unit was not cold, he does not reside in the unit and does not know if the heat is fixed.
29. Section 21 (1) of the Act provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food. Section 4(1) of O'Reg. 516/06 of the Act states September 1 to June 15 is prescribed as the part of the year during which heat is a vital service and that heat shall be provided so that the room temperature at 1.5 metres above floor level and one metre from exterior walls in all habitable space and in any area intended for normal use by tenants, including recreation rooms and laundry rooms but excluding locker rooms and garages, is at least 20 degrees Celsius.
30. The Landlord did not dispute the Tenant's claims that there was insufficient heat in the rental unit on November 12, 2025, but disputed the claims that the pipes were frozen in December

2025. The Landlord, who admitted turning off the water in the basement unit, did not categorically state that the rental unit was sufficiently heated.

31. However, even if I were to conclude that the Landlord failed to provide adequate heat, this would not entitle the Tenant to vacate the rental unit in the manner that he did. The Tenant claims that he vacated the unit on November 14, 2025, due to insufficient heat and has not returned.
32. The Tenant failed to provide the temperature reading for the rental unit from November 12, 2025, to November 14, 2025, at least; did not file an application requiring the Landlord to immediately restore heat to the unit; or launch a complaint against the Landlord. Instead, the Tenant moved to Texas and as recently as last month, to Ottawa where he currently resides. I do not find the actions of the Tenant consistent with that of a person who wants to continue to reside in the rental unit. More importantly, I am unable to determine what the temperature reading for the unit was on November 12, 2024, or on November 14, 2025, when the Tenant left the unit. Hence, the Tenant will not be awarded an abatement of rent on this issue.

Relief from Eviction

33. The Tenant, who moved into the rental unit in 2020, is a heavy equipment operator who has been unemployed since November 12, 2025. The Tenant has relied on his savings and recently started receiving \$2,000.00 in employment insurance payments. The Tenant intends to get a job when the Landlord fixes the heat.
34. Given the evidence, I find it more likely than not that the Tenant has no desire to reside in the unit anymore. Rather than move out accordingly, the Tenant appears intent on retaining possession without paying rent while alleging that the unit lacks adequate heat. In this circumstance, relief from eviction would be unreasonable and highly prejudicial to the Landlord.
35. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The request to review order LTB-L-089816-25 issued on January 21, 2026, is granted. The order cannot be enforced by the Landlord.
2. The interim order issued on February 2, 2026, is cancelled and replaced by this order.
3. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
4. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$15,975.95 if the payment is made on or before March 22, 2026. See Schedule 1 for the calculation of the amount owing.
5. 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 22, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 6. **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 22, 2026.**
 7. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$11,045.51. 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.
 8. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting February 27, 2026, until the date the Tenant moves out of the unit.
 9. If the Tenant does not pay the Landlord the full amount owing on or before March 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 23, 2026, at 4.00% annually on the balance outstanding.
 10. If the unit is not vacated on or before March 22, 2026, then starting March 23, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 11. 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 23, 2026.

March 11, 2026
Date Issued

Jitewa Edu
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 23, 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 March 22, 2026

Rent Owing To March 31, 2026	\$17,600.00
Application Filing Fee	\$186.00
Less the amount of the credit that the Tenant is entitled to	- \$1,810.05
Total the Tenant must pay to continue the tenancy	\$15,975.95

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

Rent Owing To Hearing Date	\$15,080.58
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$211.02
Less the amount of the credit that the Tenant is entitled to	- \$1,810.05
Total amount owing to the Landlord	\$11,045.51
Plus, daily compensation owing for each day of occupation starting February 27, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	