



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

File Number: LTB-L-090632-25

In the matter of: 165 Kinghaven Crescent
KANATA ON K2M0C2

Between: Saher Alshelh Landlord

And

Pasty Leigh Anne Ashby and William Ashby Tenants

Saher Alshelh (the 'Landlord') applied for an order to terminate the tenancy and evict Pasty Leigh Anne Ashby and William Ashby (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

This application was heard by videoconference on December 22, 2025.

The Landlord and the Tenant Patsy Ashby attended the hearing. I have made several amendments to the style of cause to capitalize the Landlord's name and to include the male Tenant on consent of the parties.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I find that it would not be unfair to grant relief from eviction. Therefore, I have granted the conditional order set out below.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On August 19, 2025, the Landlord gave the Tenants an N8 notice of termination effective October 31, 2025. The notice of termination contains the following allegation: that the Tenants have late in the payment of rent 5 of the 5 months in the period April to August 2025.
4. The Tenants have persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. At the hearing, the Tenant agreed that the payments of rent set out in the N8 accurately reflect the dates on which rent was paid. Specifically, the rent

in each of the months of April to August was not just a few days late. The rent was late between 19 and 30 days.

5. Following service of the N8, the August to October rent was also late. November and December rent was paid on a timelier basis although still a few days late. There are no arrears of rent.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. 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 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.
8. The Tenants struggled through COVID and the Landlord was sympathetic to their condition. At the time, Mrs. Ashby was working at Starbucks and her employment was affected by the shutdowns and the need to supervise the online schooling of their four children, now 17, twins 15 and 10. Following that setback, she suffered a brain aneurysm and was off work for eight months. She was hospitalized for much of that time in a private care facility. Mr. Ashby now has a full-time job as a video editor where he earns net \$4000.00 per month. Mrs. Ashby now has full-time employment at McDonalds where she works the night shift and earns approximately \$18.60 per hour. The Tenants have lived in this rental unit for approximately four years and are committed to stay here and abiding by the requirements of their tenancy to pay the rent on time and in full. This order will give them that opportunity.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenants shall pay their lawful monthly rent by the 1st day of each month beginning February 1, 2026 until January 1, 2027.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenants do not pay the Landlord the full amount of the filing fee on or before January 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Christina Budweth
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

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