



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-085066-25

In the matter of: B, 2417 CARLSEN AVE
Ottawa ON K1V8E9

Between: Muhanad Joudeh Landlord

And

Godswill Ekanem Tenants
Ajiile Moodie
Aneil Bahall
Daniel Kalio

Muhanad Joudeh (the 'Landlord') applied for an order to terminate the tenancy and evict Godswill Ekanem, Ajiile Moodie, Aneil Bahall and Daniel Kalio (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

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

The Landlord's Agent, Doniana Joudeh, and the Tenant, Godswill Ekanem (GE), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$3,650.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$120.00. This amount is calculated as follows: \$3,650.00 x 12, divided by 365 days.
5. The Tenants have paid \$5,550.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2025 are \$3,050.00. GE did not dispute the amount of the arrears.

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 \$900.00 from the Tenant GE 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 \$9.55 is owing to the Tenant GE for the period from July 21, 2025 to December 22, 2025.

Section 83 Considerations:

10. This is a joint tenancy where all 4 tenants pay a specific portion of the rent to the Landlord, though they are collectively liable and responsible for the entire rent under the terms of the lease.
11. GE has only paid \$50.00 since the application was filed, while the other Tenants have paid their portions of the rent in full. GE testified he is an international student that finished school in summer 2025. Since that time, he has been looking for employment without success. GE relies on his parents to provide him money to pay for his rent, however he sometimes has difficulties in getting the money from them.
12. GE testified that his parents are planning to sell some assets to help him pay for the arrears. GE further testified that he is doing freelance work and recently got paid \$400.00 that he can give to the Landlord towards the arrears.
13. GE testified that if he is evicted he would have nowhere to go. He has a brother in Ontario but he lives with his significant other. GE further acknowledged that any payment plan would need to be flexible as he does not know when he would be able to make payments towards the arrears. He sought a delay as long as possible to allow for him to pay his arrears.
14. The Landlord stated that the 3 other Tenants never have issues paying their portion of the rent, only GE has consistently had issues. The Landlord stated that they contacted GE several times since October 2025 to discuss a payment plan, but GE has not responded. The Landlord also stated that all of the Tenants are aware that they are joint tenants and responsible and liable for the full amount of the rent. The Landlord stated she thinks the other Tenants are not present as they are paying their portion of the rent.
15. 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 January 31, 2026 pursuant to subsection 83(1)(b) of the Act.
16. I accept GE's evidence that an eviction will have an impact on him and the other Tenants, however GE's evidence also demonstrated that this is not a viable tenancy. The Tenant GE will not have the financial capacity to pay the monthly rent, let alone make payments towards the arrears. GE's evidence about his parents selling assets to help him with the arrears was not supported by documentary evidence, and I am not satisfied that GE established on a balance of probabilities that he will receive funds from the alleged sale. Providing a relatively short delay will allow both GE and the other Tenants in the unit to

find alternative accommodations. If GE's parents provide him with funds to pay for the arrears during this time as he alleges may happen, he can void the order. However, as the arrears are not insignificant, and GE has only made one minimal payment since the application was filed, it would be unfair to delay the eviction longer.

17. While it might seem unfair that the other three tenants in the unit will be evicted despite paying their portion of the rent, as noted above under the terms of the tenancy they agreed to be collectively responsible for the monthly rent despite also agreeing to each pay their share directly to the Landlord.
18. In these circumstances, I find that it would not be unfair to delay eviction until January 31, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
1. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$6,886.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
2. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after January 31, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
3. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before January 31, 2026.**
4. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$1,316.45. 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 Tenants. See Schedule 1 for the calculation of the amount owing.
5. The Tenants shall also pay the Landlord compensation of \$120.00 per day for the use of the unit starting December 23, 2025 until the date the Tenants move out of the unit.
6. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 February 1, 2026.

January 14, 2026
Date Issued

Allana McComb
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 August 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before January 31, 2026

Rent Owing To January 31, 2026	\$12,250.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,550.00
Total the Tenant must pay to continue the tenancy	\$6,886.00

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

Rent Owing To Hearing Date	\$7,590.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,550.00
Less the amount of the last month's rent deposit	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$9.55
Total amount owing to the Landlord	\$1,316.45
Plus daily compensation owing for each day of occupation starting December 23, 2025	\$120.00 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	