



**Order under Section 21.1 of the Statutory Powers Procedure Act
and Section 69 of the
Residential Tenancies Act, 2006**

AMENDED ORDER

File Number: LTB-L-078336-25-AM

In the matter of: Apartment # 2, 498 Caleb Street
Ottawa ON K0C2K0

Between: David Edgar Malouin Landlord

And

Samantha McCormick Tenant

David Edgar Malouin (the 'Landlord') applied for an order to terminate the tenancy and evict Samantha McCormick (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 3, 2025.

The Landlord and the Tenant attended the hearing.

This order is clerically amended. The amendments are bolded and underlined for ease of reference.

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 \$1,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.32. This amount is calculated as follows: \$1,500.00 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 December 31, 2025 are \$6,000.00.
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 \$1,500.00 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 \$15.31 is owing to the Tenant for the period from July 8, 2025 to December 3, 2025.

Relief from eviction

10. The Landlord requested a standard 11-day eviction order, submitting that the Tenant has failed to pay rent since the commencement of the tenancy. The Landlord stated that this non-payment has caused him financial hardship, as he has employees to pay. He further indicated that complaints have been received alleging that the Tenant has been smoking in the rental unit, contrary to the terms of the tenancy agreement. The Landlord further stated that he has suffered from high blood pressure as a result of stress created from the non-payment of rent.
11. The Tenant testified that she fell into rent arrears while on maternity leave and during a prior period of sick leave. She stated that she secured employment in early November as a cashier at Foodland, where she works approximately 35 hours per week at an hourly wage of \$17.60 and provided documentary evidence to verify her employment.
12. The Tenant testified that her current monthly income is approximately \$3,000.00, consisting of employment income, child tax credits, and Trillium benefits. She further testified that her monthly expenses total approximately \$2,150.00, including rent, groceries, hydro, cell phone, and tenant insurance. The Tenant proposed a repayment plan of \$300.00 per month toward the arrears, in addition to paying the ongoing monthly rent. She also proposed a lump-sum payment of \$500.00 on December 12, 2025, and stated that she would continue to pay the monthly rent as it becomes due.
13. The Tenant further testified that, prior to moving into the rental unit, she resided in an abused women's shelter and is currently working to re-establish stability in her life. She stated that she is receiving assistance from Victim Services and has applied for additional support through the Agape Centre, a charitable community-based organization, and Social Services to help address the rental arrears. The Tenant testified that the rental unit represents her only safe housing option and that she does not want to lose her home.
14. I accept that the Tenant is in rental arrears and that the Landlord has experienced financial hardship as a result. I also note the Landlord's concerns regarding alleged smoking in the unit. However, the application before me primarily concerns non-payment of rent, and no independent evidence was presented to substantiate the smoking allegations for the purpose of this decision.
15. In determining whether to grant a payment plan in lieu of an immediate eviction order, I must consider whether the Tenant has demonstrated both the ability and a reasonable

likelihood of paying rent going forward, as well as whether granting relief would be fair and reasonable in the circumstances.

16. The Tenant's testimony that the Tenant's arrears arose during a period of maternity leave and illness, and that her financial circumstances have recently improved due to securing employment. The Tenant provided credible testimony regarding her income and expenses, which indicates that she has sufficient surplus income to meet her ongoing rent obligations and make payments toward the arrears.
17. I also give significant weight to the Tenant's personal circumstances, including her recent transition from an abused women's shelter and her efforts to access community and government supports. The Tenant has demonstrated a genuine intention to address the arrears, as reflected in her proposal of both a lump-sum payment and ongoing monthly payments, as well as her commitment to pay rent as it becomes due.
18. In considering whether relief from eviction should be granted, I have weighed the prejudice to the Tenant if an eviction order were issued against the prejudice to the Landlord in permitting the Tenant an opportunity to repay the arrears. The evidence establishes that the Tenant would suffer significant hardship if evicted, as the rental unit is her only stable and safe housing and she has limited alternative accommodation options. By contrast, any prejudice to the Landlord is mitigated by the Tenant's demonstrated ability to pay rent going forward and the structured payment plan for recovery of the arrears. The conditional nature of the Order further protects the Landlord, as non-compliance by the Tenant will entitle the Landlord to seek enforcement of the eviction without further hearing. In these circumstances, I find that granting a payment plan appropriately balances the parties' interests.
19. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord the amount of \$6,186.00, representing the arrears of rent and costs owing up to December 31, 2025.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
 - a) \$300.00 each month from January 20, 2026 to August 20, 2026 **2027**, on or before the 20th day of each month: and
 - b) \$186.00 on or before September 20, 2026 **2027**
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **January 2026 to September 2026 2027**, or until the arrears are paid in full, whichever date is earliest.

4. 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 **December 31, 2025**.

January 9, 2026

Date Issued

Christina Philp

Member, Landlord and Tenant Board

January 15, 2026

Date Amended

Christina Philp

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.