



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

File Number: LTB-L-090360-25

In the matter of: 2, 173 ROCHESTER ST
OTTAWA ON K1R7M3

Between: Scott Bradley Landlord

And

Joesph Defoe Tenant

Scott Bradley (the 'Landlord') applied for an order to terminate the tenancy and evict Joesph Defoe (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended 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 \$1,157.50. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.05. This amount is calculated as follows: $\$1,157.50 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$5,220.00. At the hearing the Tenant testified that the arrears should be \$3270.00 as Ontario Works pays his rent directly to the Landlord and has made additional payments. The Tenant did not provide any documentation for my review in support of these additional payments. As the Landlord is unable to prove a negative (that the Tenant has not paid their rent), and the Tenant has not demonstrated that additional payments occurred, I am satisfied that the arrears are \$5,220.00.

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 \$960.00 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 \$14.25 is owing to the Tenant for the period from May 1, 2025 to January 13, 2026.
10. 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 February 28, 2026, pursuant to subsection 83(1)(b) of the Act. At the hearing the Landlord sought a standard order and the Tenant a delay to February 28, 2025. The Landlord did not attempt to negotiate a payment plan with the Tenant prior to the proceeding.
11. The Landlord testified that he has had to bring this Tenant to the Board two or three times in the past for arrears. The Tenant testified that he needs a delay to get his finances figured out, or secure alternate accommodation. The Tenant is currently in the process of applying for the Ontario Disability Support Program.
12. I am satisfied that a delay to February 28, 2026, is appropriate in consideration of the length of the tenancy, which dates from 2013, the fact that the Landlord has not attempted to negotiate a payment plan, and the Tenant's personal circumstances. This shall allow the Tenant additional time to work with OW and ODSP, including gather proof of past payments, and allow the Tenant additional time to void the order. I also note that the Landlord is holding a last month rent deposit, and such a delay is therefore minimally prejudicial.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$5,406.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$6,563.50 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.
 3. 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 February 28, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

4. **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 February 28, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$3,768.90. 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.
6. The Tenant shall also pay the Landlord compensation of \$38.05 per day for the use of the unit starting January 14, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 1, 2026.

January 23, 2026
Date Issued

Reid Jackson
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 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 Tenant 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	\$5,220.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,406.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 28, 2026

Rent Owing To February 28, 2026	\$6,377.50
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$6,563.50

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

Rent Owing To Hearing Date	\$4,557.15
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$960.00
Less the amount of the interest on the last month's rent deposit	- \$14.25
Total amount owing to the Landlord	\$3,768.90
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$38.05 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	