



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

File Number: LTB-L-087071-25

In the matter of: B, 2330 RUSSELL RD
OTTAWA ON K1G1B4

Between: Ottawa Community Housing Landlord

And

France Laureore Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict France Laureore (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's agent Laila Ali, the Tenant, and the Tenant's niece Jessica Henry 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 \$1,466.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.20. This amount is calculated as follows: \$1,466.00 x 12, divided by 365 days.
5. The Tenant has paid \$327.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026, are \$10,856.00. The Tenant confirmed the arrears claimed by the Landlord to be correct and did not dispute the amount of arrears claimed.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. There is no last month's rent deposit.

Relief from Eviction

9. 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.
10. The Tenant testified that the rent was increased to market rent on May 1, 2025, from a prior rate of \$109.00. The Tenant stated that she has significant personal and household challenges, including a diagnosis of Parkinson's disease and the recent arrival of her husband and stepchildren from Haiti, who are currently unable to work. The Tenant stated that her household income consists of ODSP (\$997.00) and a pension (\$309.00), totaling \$1,306.00 per month. Her monthly household expenses were listed as food (\$500.00), internet (\$50.00), phones (\$150.00), hydro (\$200.00), and life insurance (\$100.00). The Tenant did not provide supporting documentation, and no additional evidence was provided at the hearing.
11. The Tenant has indicated a willingness to provide the necessary documentation to the Landlord to assess her eligibility for rent geared to income. While this is a positive step, the documentation has not yet been submitted. While the Board is sympathetic to the Tenant's personal circumstances, section 83 relief must be grounded in evidence demonstrating a realistic ability to remedy the breach or maintain the tenancy going forward. The Tenant has provided no documentary evidence of income, and no payment plan. Granting relief would therefore be speculative and would result in ongoing prejudice to the Landlord. In the absence of evidence supporting the Tenant's ability to pay rent or arrears within a reasonable period, and having regard to the confirmed high amount of arrears and the Landlord's entitlement to timely rent, I find that the tenancy is no longer viable

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:**
 - \$11,042.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$12,508.00 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 \$10,202.60. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$48.20 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 19, 2026

Date Issued

Nathan Korenberg

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	\$11,183.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$327.00
Total the Tenant must pay to continue the tenancy	\$11,042.00

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	\$12,649.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$327.00
Total the Tenant must pay to continue the tenancy	\$12,508.00

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

Rent Owing To Hearing Date	\$10,343.60
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$327.00
Total amount owing to the Landlord	\$10,202.60
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$48.20 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	