



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

File Number: LTB-L-090302-25

In the matter of: 16, 180 LISGAR ST
OTTAWA ON K2P0C4

Between: Beverly Friedman-Harr Landlord

And

Sungmi Kim Tenant

Beverly Friedman-Harr (the 'Landlord') applied for an order to terminate the tenancy and evict Sungmi Kim (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 Anne Harr, the Landlord's legal representative, Martez Jones 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 \$1,076.90. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$35.40. This amount is calculated as follows: $\$1,076.90 \times 12$, 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 \$5,358.23. 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. The Tenant testified that she is currently not working and receives \$340.00 per month in Ontario Works benefits. She stated that she was approved for admission to school on the day of the hearing and expects to receive approximately \$8,000.00 in OSAP funding, although she did not provide any documentary evidence confirming approval, amount, or timing. She acknowledged owing significant unsecured debt, including approximately \$7,000.00 to Scotiabank and \$11,500.00 to CIBC, as well as ongoing monthly expenses for food, telephone, and transportation in the amount of \$650.00. The Tenant did not file any documents in support of her position. The Tenant requested to extend termination of the tenancy to March 31, 2026, and submitted that she will pay the February rent on time and the March 1, 2026 rent on time.
10. The Landlord legal representative submitted that the Tenant confirmed the amount of arrears and has failed to provide any documentary evidence to substantiate her proposed payment plan or anticipated income. The Landlord's legal representative further stated that, in these circumstances, there is no viable basis to enter into an agreement or to grant an extended standard order.
11. While the Board is sympathetic to the Tenant's circumstances, the evidence does not establish a realistic or credible ability to comply with an extended standard order. The Tenant's proposal is speculative and contingent on future events, namely, receipt of OSAP funds and securing employment, neither of which is supported by documentation or reliable timelines. The Tenant's acknowledgment of significant existing debt further undermines the feasibility of the proposed plan. The Tenant bears the onus of demonstrating that relief is appropriate, and that onus has not been met.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. In doing so, I have weighed the Tenant's personal circumstances and stated intention to pay against the Landlord's right to receive rent and the absence of any concrete, substantiated payment plan. Given the lack of documentary evidence, the Tenant's current lack of employment, minimal monthly income, and the speculative nature of the proposed future funds, I find that granting an extended termination of the tenancy to March 31, 2026, would be prejudicial to the Landlord. As a result, I find that the tenancy is not viable and must be terminated. Furthermore, given the evidence of the Tenant, I do not find it appropriate to grant relief by extending the termination date as the Tenant has not committed to complying with the Act.

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:**
 - \$5,544.23 if the payment is made on or before January 30, 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 January 30, 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 January 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$4,927.53. 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 \$35.40 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 January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 January 31, 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 July 31, 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 30, 2026

Rent Owing To January 31, 2026	\$5,358.23
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$5,544.23

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

Rent Owing To Hearing Date	\$4,741.53
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$4,927.53
Plus daily compensation owing for each day of occupation starting January 14, 2026	\$35.40 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	