



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

File Number: LTB-L-091851-25

In the matter of: 1246 THAMES ST
OTTAWA ON K1Z7N4

Between: 1496135 Ontario Ltd. Landlord

And

Michael O'Leary Tenant

1496135 Ontario Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Michael O'Leary (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on January 21, 2026.

The Landlord's agent, D. Soussan and the Landlord's legal representative, J. Larmand 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 \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,100.00 to the Landlord since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$10,800.00.
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 the arrears accrued due to various events in his life. He testified that a work place injury prevented him from working for a month and he had vet bills due to a sick dog.
10. The Tenant testified that they have lived in the rental unit for 18 years and lives alone. He testified that he recently put a snow mobile up for sale and will put the proceeds, anticipated to be around \$5,000.00, towards the arrears. The Tenant testified to his monthly income, versus his outgoing expenses. It appears that the Tenant has around \$250.00 left over every month, and testified that he can put that amount towards the arrears if a payment plan is granted. In the alternative, the Tenant requested 90 days to either vacate the unit, or pay off the arrears and maintain the tenancy.
11. The Landlord is agreeable to a delayed termination of 90 days. The landlord is not agreeable to a payment plan that sees the arrears paid off in about 3 and a half years. The landlord submits that the Tenant has no capacity to stick to a payment plan if there happens to be any more unfortunate life events in the future that affect the Tenant's ability to pay the rent.
12. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act. I am satisfied that delaying the termination date is fair in the circumstances. The payment plan suggested by the Tenant is not reasonable and would mean that the Tenant has no extra income at the end of every month should something come up. A delayed termination provides the Tenant with an opportunity to obtain a sizable amount of money from the sale of his snowmobile to help pay down the arrears. The Tenant is encourage to seek out supports through community agencies that may be able to assist him with the remainder of the arrears.

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:**
 - \$10,986.00 if the payment is made on or before January 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$12,286.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,586.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$14,886.00 if the payment is made on or before April 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 April 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 April 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,583.54. 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 \$42.74 per day for the use of the unit starting January 22, 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.

January 26, 2026

Date Issued

Emily Robb

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 November 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	\$13,900.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,100.00
Total the Tenant must pay to continue the tenancy	\$10,986.00

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	\$15,200.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,100.00
Total the Tenant must pay to continue the tenancy	\$12,286.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$16,500.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,100.00
Total the Tenant must pay to continue the tenancy	\$13,586.00

D. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$17,800.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,100.00
Total the Tenant must pay to continue the tenancy	\$14,886.00

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

Rent Owing To Hearing Date	\$13,497.54
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,100.00
Total amount owing to the Landlord	\$10,583.54

Plus daily compensation owing for each day of occupation starting January 22, 2026 **Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	\$42.74 (per day)
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