



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-078065-25

In the matter of: 305-2, 198 PRESLAND RD
OTTAWA ON K1K2B8

Between: Presland Residence Inc Landlord

And

Anton Putin Tenant

Presland Residence Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Anton Putin (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises and;
- the Tenant, did not pay the rent the Tenant owes

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Presland Residence Inc (the 'Landlord') also applied for an order requiring Anton Putin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This combined L1/L2 application was heard by videoconference on December 18, 2025.

The Landlord's Agent, Jun Tang, the Tenant's Support, Hammama Ghazali, and the Tenant attended the hearing.

Determinations:

L2 Application

1. At the hearing the Landlord's Agent sought to have the L2 application withdrawn, and the Tenant did not oppose this request.

2. I consented to the withdrawal. Therefore, the application is withdrawn.

L1 Application

3. 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.
4. As of the hearing date, the Tenant was still in possession of the rental unit.
5. The lawful rent is \$1,913.94. It is due on the 1st day of each month.
6. Based on the Monthly rent, the daily rent/compensation is \$62.92. This amount is calculated as follows: $\$1,913.94 \times 12$, divided by 365 days.
7. The Tenant has not made any payments since the application was filed.
8. The arrears are not disputed.
9. The rent arrears owing to December 23, 2025 are \$9,464.08.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord's Agent testified that the Tenant's rent subsidy was terminated May 24, 2025, and that the Tenant attended their office to seek additional time to have the subsidy reinstated. The Landlord did not hear back from the Tenant as to the reinstated status of the subsidy, so they issued an N4 Notice of termination to the Tenant August 26, 2025.
12. The Tenant testified that he contacted the City of Ottawa and Ontario Disability Support Program, and he was advised that they would be paying for the rent and the rent arrears, and he needs to call them back to figure out the status and expected timing of these payments.
13. There is no last month's rent deposit.

Relief from Eviction

14. 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.
15. The Tenant sought to have an additional 30 days to vacate and did not provide a payment plan when asked as he cannot afford to pay a payment plan. He testified that he would call the city again to figure out the status of his subsidy.
16. The Landlord sought a standard voidable eviction order as this is subsidized housing and there is a high demand for units with a long waitlist of people who qualify, and are awaiting

a vacant unit, and it would be prejudicial to the Landlord to delay the termination any longer as they have no means to collect on the outstanding rent arrears.

17. I considered both positions of the Landlord and the Tenant. The short extension will allow the Tenant additional time to find another place to reside, or to satisfy the outstanding arrears. In addition, I do not find it prejudicial to the Landlord as the Landlord did not provide reasons as to the impact on them directly as a landlord.

It is ordered that:

L2 Application

1. The L2 application is withdrawn.

L1 Application

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:**
 1. \$13,477.96 if the payment is made on or before February 22, 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 22, 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 22, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,335.48. 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 \$62.92 per day for the use of the unit starting December 19, 2025 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 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 22, 2026, then starting February 23, 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 February 23, 2026.

January 28, 2026

Date Issued

Samantha Greaves

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 of the Tenant expires on August 23, 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 February 22, 2026

Rent Owing To February 23, 2026	\$13,291.96
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,477.96

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

Rent Owing To Hearing Date	\$9,149.48
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$9,335.48
Plus daily compensation owing for each day of occupation starting December 19, 2025	\$62.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	