



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105090-25

In the matter of: 812, 2660 NORBERRY CRES
OTTAWA ON K1V6N2

Between: Norberry Residences Landlord

And

Yacoub Abu-Al-Hawa Tenant

Norberry Residences (the 'Landlord') applied for an order to terminate the tenancy and evict Yacoub Abu-Al-Hawa (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on January 27, 2026.

The Landlord's legal representative, Charlie Bobrowsky, a lawyer licensed to practise law in Ontario, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I find that it would not be unfair to grant relief from eviction. Therefore, I have granted the conditional order set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On December 11, 2025, the Landlord gave the Tenant an N8 notice of termination effective February 28, 2026. The notice of termination contains the following allegation: that the Tenant paid the rent late 10 of 14 months during the period November 2024 to December 2025.

4. A Preliminary Issue arose at the hearing. The Tenant argued that the alleged late payments made in the period November 2024 to March 2025 were covered by a consent agreement (LTB-L-044588-25) which contained a requirement that the Tenant pay his rent in full and on time each month until May 1, 2025. The agreement also contained a term that would allow the Tenant to defend a section 78 application for termination of the tenancy if the Tenant could show that the late payment resulted from the late payment of his social benefits no later than the 14th of each month.
5. The Landlord brought a termination application under the terms of the Order described in paragraph 4 above and received an ex parte eviction order. The Tenant's motion to set aside the eviction order was successful and the tenancy was re-instated.
6. The Tenant argued that the Landlord to rely on dates of late payment covered by the Order in paragraph 4 was improper and constituted res judicata requiring me to dismiss the application.
7. I agree with the Tenant that the Landlord cannot rely on alleged late payments during the period covered by a previous order. I do not, however, agree that this invalidates the N8. There are 5 months of late payments set out in the N8 during a 6-month period from July to December 2025 which was not addressed in the prior order. There can be no reasonable confusion in the Tenant's mind regarding these late payments nor is there any prejudice to the Tenant in proceeding based on this notice. Therefore, the N8 served on December 11, 2025 substantially complies with the requirements of the *Residential Tenancies Act, 2006* (the 'Act').
8. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent in July 2025 was paid on July 3, the rent in August was paid on August 8th, the rent in September was paid on September 15th, the rent in October was paid on October 15th and at the date of the service of the N8 December rent was unpaid.
9. As at the date of the hearing, there were no arrears of rent.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. 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 grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
12. The Landlord requested that I make an order requiring the Tenant to pay rent in full and on time for the period of 12 months. The Tenant advised me that he now has full-time employment from which he nets \$2850.00 per month. In addition, the City of Ottawa continues to pay half his rent. The Tenant can afford to live in this unit and the conditional order set out below will preserve the tenancy and so I have granted the Landlord's request. As I reserved my decision at the hearing, I have allowed the Tenant until the 15th of February to make his February rent payment.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay his lawful monthly rent for February 2026 by February 15, 2026.
3. The Tenant is required to pay his lawful monthly rent by the 1st day of each month beginning March 1, 2026 until February 1, 2027.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
6. 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.

February 6, 2026
Date Issued

Christina Budweth
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.