



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ashcroft Homes – Capital Hall Inc. v ANRAR, 2026 ONLTB 10117

Date: 2026-02-11

File Number: LTB-L-075619-25

In the matter of: 2519A, 105 CHAMPAGNE AVE S
OTTAWA ON K1S5E5

Between: Ashcroft Homes – Capital Hall Inc.

Landlord

And

HICHAM ANRAR

Tenant

Ashcroft Homes – Capital Hall Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict HICHAM ANRAR (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

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

Only the Landlord's Legal Representative, Lorenzo Patino, attended the hearing.

As of 9:27 a.m., the Tenant was not present or represented at the hearing. The Landlord's Representative advised the Tenant occasionally lives in Morocco and that this was the basis for the last adjournment request. Here there was no record of a request to adjourn the hearing and the Tenant was properly served with notice of this hearing by the LTB via email which would still be accessible if the Tenant was out of the country. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations

Who is the Landlord?

1. On the Notice to End Tenancy Early for Non-payment of Rent (N4 Notice), the Landlord was identified as Ashcroft Homes – Capital Hall Inc. by KSV Restructuring Inc. Court-appointed receiver.
2. On the L1 Application the Landlord is identified solely as Ashcroft Homes – Capital Hall Inc.

3. The Landlord's Representative advised Ashcroft Homes – Capital Hall Inc. is and has always been the owner of the property, that KSV Restructuring Inc. was appointed receiver by order of the Ontario Superior Court, in December 2024, and that the receivership terminated 3 weeks before the hearing.
4. In the above circumstances I am satisfied Ashcroft Homes – Capital Inc. is the Landlord, that the N4 Notice was appropriately given on their behalf by their then court-appointed receiver, and that as the receivership is now terminated, the application need not be amended.

L1 Application

5. The Landlord served the Tenant with a valid 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.
6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,450.00. It is due on the first day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$47.67. This amount is calculated as follows: \$1,450.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to January 31, 2026 are \$14,500.00.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,450.00 on May 1, 2024, from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. The interest owing in the amount of \$63.57 is owing to the Tenant for the period of May 1, 2024 to January 31, 2026.

Relief from Eviction

14. The Landlord sought an order for termination and eviction within 11 days for the Tenant to void the order.
15. The Landlord offered to negotiate a payment plan with the Tenant in advance of the hearing but received no response. The Landlord was not aware of any reason to delay or deny eviction, but indicated that he knows the Tenant lives part time in Morocco.

16. As the Tenant was not present or represented, I have no other evidence before me, other than the fact that the Tenant has made no good faith payment toward the arrears since the application was filed.
17. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of 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:**
 - \$16,136.00 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 \$13,009.52. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$47.67 per day for the use of the unit starting January 28, 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 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.

February 11, 2026
Date Issued

Vanessa Davies

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 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 28, 2026	\$15,950.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$16,136.00

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

Rent Owing To Hearing Date	\$14,337.09
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,450.00
Less the amount of the interest on the rent deposit	-\$63.57
Total amount owing to the Landlord	\$13,009.52
Plus daily compensation owing for each day of occupation starting January 28, 2026	\$47.67 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	