



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

**Citation:** Jay Housing Ltd. v Noumane, 2026 ONLTB 16443

**Date:** 2026-02-25

**File Number:** LTB-L-104775-25

**In the matter of:** 305, 159 HENDERSON AVE  
OTTAWA ON K1N7P7

**Between:** Jay Housing Ltd. Landlord

**And**

Marouane Noumane Tenant

Jay Housing Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Marouane Noumane (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 18, 2026.

The Landlord's agent Aifen Wang and the Tenant attended the hearing. Xian Yu attended as translator for the Landlord and Dan Lu was witness for the Landlord.

### **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 \$709.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$23.31. This amount is calculated as follows: \$709.00 x 12, divided by 365 days.
5. The Tenant has paid \$1,200.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$1,636.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$709.00 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.
9. Interest on the rent deposit, in the amount of \$5.06 is owing to the Tenant for the period from October 18, 2025 to February 18, 2026.

Relief from Eviction

10. 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.
11. The Tenant began his tenancy as an unlawful subletter of this single room rental unit within a rooming house on July 1, 2025. The Landlord negotiated a rental agreement with the Tenant in October of 2025 and he paid first and last month's rent.
12. The Tenant lives alone in the rental unit. He was sick for 3 weeks in December and was unable to work, putting him behind on rent and other bills. Based on the financial information provided by the Tenant he has sufficient income to afford the monthly rent.
13. The Tenant proposes to pay an extra \$491.00 a month until the arrears are satisfied for a total of \$1,200.00 a month including his rent. This is a reasonable and affordable plan.
14. The Landlord is seeking termination of the tenancy. Ms. Wang testified that she can't trust the Tenant because he hasn't paid the rent. However, the Landlord provided no evidence why continuation of the tenancy with a conditional order to pay the arrears would be unfair to the Landlord.
15. Considering the good faith payment of \$1,200.00 prior to the hearing, I find therefore that a payment plan with section 78 enforcement not unfair in the circumstances.

**It is ordered that:**

1. The Tenant shall pay to the Landlord \$1,822.00 for arrears of rent up to February 28, 2026 and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:
  - \$491.00 on or before the 20<sup>th</sup> day of each month beginning March 20, 2026 to May 20, 2026.
  - \$349.00 on or before June 20, 2026.
3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period March 1, 2026 to and including June 1, 2026 or until the arrears are paid in full, whichever date is earliest.

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026..

**February 25, 2026**  
**Date Issued**

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Julie Broderick  
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.