



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101652-25

In the matter of: 302, 300 LACASSE AVE
VANIER ON K1L8G3

Between: Ottawa Community Housing Landlord

And

Abebe Woldehiwot Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Abebe Woldehiwot (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques.

This application was heard by videoconference on February 23, 2026.

The Landlord's Legal Representative Mohubo Elmi and the Tenant Abebe Woldehiwot 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 \$601.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$19.76. This amount is calculated as follows: \$601.00 x 12, divided by 365 days.
5. The Tenant disputes the validity of the N4 Notice on the basis that the lawful rent was improperly increased prior to the notice being served. The Landlord submits that the rent fluctuated in accordance with a rent-geared-to-income (RGI) assessment, specifically due to the Tenant's failure to provide required income documentation and was subsequently reduced once the documentation was provided.

6. On the evidence before the Board, I am satisfied that the lawful rent at the time the N4 Notice was served, and continuing at the time of the hearing, is \$601.00 per month. The Tenant did not provide evidence to establish that the rent reflected in the N4 Notice was inconsistent with the applicable RGI calculation, nor that the Landlord acted outside of its authority in adjusting the rent based on the information available at the relevant times.
7. The Tenant acknowledged that no rent payments have been made for approximately nine months prior to the hearing and confirmed that no payments have been made since the application was filed on December 2, 2025. This evidence was not disputed.
8. Based on the uncontested payment history and the lawful monthly rent of \$601.00, I find that the rent arrears owing to February 28, 2026, are \$5,409.00.
9. The Landlord is entitled to \$40.00 to reimburse the Landlord for administration charges the Landlord incurred as a result of 2 payments given by or on behalf of the Tenant which were returned NSF.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.

Relief from eviction

12. The Tenant did not make a clear or structured request for relief from eviction. While the Tenant stated that he has the ability to pay ongoing rent and arrears, he conditioned repayment on the Landlord agreeing to a direct withdrawal payment arrangement. The Tenant was advised that such payment arrangements require mutual agreement and cannot be ordered by the Board.
13. The Tenant was given multiple opportunities to provide a concrete proposal for repayment of the arrears, including a timeline or payment schedule, but did not do so. As a result, there is insufficient evidence before the Board to support a finding that the arrears can be repaid within a reasonable period of time.
14. I have also considered the Tenant's submission that the arrears arose, in part, from the Landlord's refusal to accept direct withdrawal payments. However, this does not relieve the Tenant of the obligation to pay rent when due, nor does it justify the prolonged non-payment of rent.
15. 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. In the circumstances, including the significant arrears, the extended period of non-payment, and the absence of a viable repayment plan, I find that it would be unfair to grant relief from eviction.

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:

- \$6,236.00 if the payment is made on or before March 13, 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 March 13, 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 March 13, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,488.48. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application and unpaid NSF charges. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$19.76 per day for the use of the unit starting February 24, 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 March 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 13, 2026, then starting March 14, 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 March 14, 2026.

March 2, 2026
Date Issued

Kyle Anderson
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 September 14, 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 March 13, 2026

Rent Owing To March 31, 2026	\$6,010.00
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total the Tenant must pay to continue the tenancy	\$6,236.00

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

Rent Owing To Hearing Date	\$5,262.48
Application Filing Fee	\$186.00
NSF Charges	\$40.00
Total amount owing to the Landlord	\$5,488.48
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$19.76 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	