



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101439-25

In the matter of: A, 1789 RUSSELL RD
OTTAWA ON K1G0N1

Between: Ottawa Community Housing Corp. Landlord

And

Sara Fairbairn Parent Tenant

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

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

The Landlord's Agent Anne-Marie Choquette and the Tenant Sara Fairbairn Parent 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 Tenant disputes the lawful rent on the basis that the rent-geared-to-income ('RGI') subsidy has been incorrectly calculated and indicates an intention to have that calculation reviewed. However, I note that the Board does not have jurisdiction under the Residential Tenancies Act, 2006 (the "Act"), to determine or recalculate RGI subsidy amounts. In this case, the Landlord's evidence was that the current rent of \$1,520.00 reflects the most recent RGI assessment effective January 1, 2026, and no revised determination has been issued. As there is no evidence of any approved adjustment to that assessment, I find that the lawful rent is \$1,520.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$49.97. This amount is calculated as follows: \$1,520.00 x 12, divided by 365 days.
5. The Tenant has paid \$450.00 to the Landlord since the application was filed. This was undisputed at the hearing.

6. The rent arrears owing to February 28, 2026, are \$8,745.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

Relief from eviction

9. The Tenant requested relief from eviction pursuant to section 83 of the Act. The Tenant testified that they are a single parent with four children residing in the rental unit and are currently pregnant, with a due date in approximately six weeks. The Tenant further testified that they have not yet begun receiving Employment Insurance benefits and are experiencing financial hardship. The Tenant indicated that they are actively working to resolve the RGI subsidy issue with the Landlord and expect to provide additional documentation imminently, which may result in an adjustment to the rent. The Tenant also expressed an intention to repay the arrears.
10. The Landlord consented to a brief postponement of eviction to allow the Tenant time to address the RGI issue but requested a termination date of March 31, 2026. 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 postpone the eviction until April 30, 2026, pursuant to subsection 83(1)(b) of the Act. In my view, this will provide the Tenant sufficient time to attempt to resolve any dispute regarding the RGI subsidy calculations and to void this order to preserve the tenancy.

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:**
 - \$8,931.00 if the payment is made on or before February 28, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,451.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$11,971.00 if the payment is made on or before April 30, 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 April 30, 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 April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,560.31. 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 \$49.97 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 April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.

February 27, 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 November 1, 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 28, 2026

Rent Owing To February 28, 2026	\$9,195.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$450.00
Total the Tenant must pay to continue the tenancy	\$8,931.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$10,715.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$450.00
Total the Tenant must pay to continue the tenancy	\$10,451.00

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026

Rent Owing To April 30, 2026	\$12,235.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$450.00
Total the Tenant must pay to continue the tenancy	\$11,971.00

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

Rent Owing To Hearing Date	\$8,824.31
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$450.00
Total amount owing to the Landlord	\$8,560.31
Plus daily compensation owing for each day of occupation starting February 24, 2026	\$49.97 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	