



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104980-25

In the matter of: 301, 300 LACASSE AVE
VANIER ON K1L 8G3

Between:	Ottawa Community Housing	Landlord
	and	
	Caroline Ismail	Tenant

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

This application was heard by videoconference on February 24, 2026. The Landlord's representative, Mohubo Elmi, and the Tenant attended the hearing.

Determinations:

1. It is not in dispute that the Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4) on November 9, 2025. The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$593.00. It is due on the 1st day of each month.
4. It is also not in dispute that the Tenant has not made no payments to the Landlord since the application was filed. The rent arrears owing to February 28, 2026, are \$6,486.00. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. Accordingly, the total amount the Tenant owes the Landlord is \$6,672.00.

Relief from eviction

5. 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.

6. The Tenant testified that she is currently receiving counseling after being in an abusive relationship. The Tenant requested a payment plan. She testified that regarding her income and expenses, she can afford to pay \$200.00 per month while continuing to pay the rent. The Landlord's representative did not oppose the payment plan.
7. I find that it would not be unfair to grant relief from eviction. Although the Tenant did not file any documentary evidence regarding her monthly income and expenses, I found her testimony to be credible. I am satisfied that the Tenant is able to make payments towards the arrears while continuing to pay the ongoing rent. The payment plan also provides the Landlord with a clear schedule for repayment and an enforcement order in the event of a default. Having considered all the circumstances, I find that relief from eviction is appropriate in the circumstance.

It is ordered that:

1. The Tenant shall pay to the Landlord \$6,672.00 for arrears of rent up to February 28, 2026, which includes the \$186.00 filing fee, in accordance with the following schedule:
 - a) \$200.00 on the 20th day of each month, beginning April 20, 2026, up to and including November 30, 2028, and the remaining balance of \$272.00 to be paid by December 20, 2028.
2. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period April 1, 2026, to December 31, 2028, or until the arrears are paid in full, whichever date is earliest.
3. 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 Board 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.

March 6, 2026
Date Issued

Adeela Alvez
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.