



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

File Number: LTB-L-107206-25

In the matter of: 1601, 242 RIDEAU ST
OTTAWA ON K1N0B7

Between: Dalia Choucraallah Landlord

And

Dawson Odei Tenant

Dalia Choucraallah (the 'Landlord') applied for an order to terminate the tenancy and evict Dawson Odei (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 3, 2026.

The Landlord's Legal Representative, Marina Choucraallah, and the Tenant 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 \$3,095.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$101.75. This amount is calculated as follows: \$3,095.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$12,380.00. The Tenant did not dispute the amount of the arrears he owes.
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 \$3,095.00 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.

Relief from Evidence:

9. 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
10. The Tenant proposed a payment plan under which he would pay the March 2026 rent on March 4, 2026, and would also pay \$2,000.00 on the 15th day of each month beginning April 15, 2026, until the rent account is brought to a zero balance.
11. The Tenant testified that he had been outside Canada since November 2025 because he lost his job. He further testified that he obtained new full-time employment in February 2026 as an office manager, earning approximately \$10,000.00 per month. The Tenant stated that he is able to make the monthly rent payments and has sufficient funds available.
12. The Landlord opposed the Tenant's proposed payment plan. The Landlord's Legal Representative submitted that the Landlord is a small individual landlord who owns only this rental property. The Landlord relies on the rental income each month to maintain the property and pay expenses, including the mortgage and condominium fees. The Landlord's Legal Representative also submitted that, when the Tenant applied for the rental unit, he stated that he earned more than \$10,000.00 per month but nevertheless failed to pay rent beginning in December 2025.
13. Based on the evidence before me, I find that the Tenant's circumstances changed in February 2026 when he obtained new employment. Based on the evidence concerning his financial circumstances, the Tenant appears able to afford the payment plan he proposed. In these circumstances, I find it appropriate to order a payment plan to resolve this application, based on the terms proposed by the Tenant, with one change. The Tenant proposed to pay the full March 2026 rent, in the amount of \$3,095.00, on March 4, 2026. However, that deadline will have passed by the time the parties receive this order. As a result, I will extend that deadline and require the Tenant to pay the full March 2026 rent, in the amount of \$3,095.00, by March 15, 2026

It is ordered that:

1. It is ordered that the Tenant shall pay the Landlord \$12,566.00 for arrears up to March 31, 2026, and application costs.
2. The Tenant shall pay the amount set out in paragraph one according to the following schedule:

Date payment is due	Payment amount
March 15, 2026	\$3,095.00 (March's rent)
April 15, 2026	\$2,000.00 (arrears)
May 15, 2026	\$2,000.00 (arrears)
June 15, 2026	\$2,000.00 (arrears)
July 15, 2026	\$2,000.00 (arrears)
August 15, 2026	\$1471.00 (arrears)

3. The Tenants 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 August 1, 2026, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenants 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 Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 11, 2026
Date Issued

 Joy Xiao
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.