



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Chand v Julian Jean Marina, 2026 ONLTB 22890

Date: 2026-03-19

File Number: LTB-L-089417-25-RV

In the matter of: 810 Mishi Pvt.
Ottawa ON K1K5C5

Between: Amrik Chand Landlord

And

Truchon Julian Jean Marina Tenant

Review Order

Amrik Chand (the 'Landlord') applied for an order to terminate the tenancy and evict Truchon Julian Jean Marina (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-089417-25 issued on January 8, 2026.

On February 9, 2026, the Tenant requested a review of the order.

On February 10, 2026, interim order LTB-L-089417-25-RV-IN was issued, staying the order issued on January 8, 2026.

This application was heard by videoconference on March 12, 2026.

The Landlord, the Landlord's Legal Representative Ravinder Bassi and the Tenant attended the hearing. The Tenant's support person Angelique Chenier also attended.

Determinations:

1. The Tenant filed a request to review the final order LTB-L-089417-25 issued on January 8, 2026, claiming that she was unable to reasonably participate in the hearing of the Landlord's L1 application on December 16, 2025.
2. At this hearing, the Tenant indicated that she has decided to vacate the rental unit on or by June 1, 2026.
3. The Landlord was agreeable to this resolution but was opposed to terminating the tenancy in 10 weeks' time. The Landlord seeks an earlier termination date.
4. His objection was based on the significant financial prejudice to the Landlord: the Tenant owes \$14,400.00 in arrears of rent to March 31, 2026, has not paid any rent since October 2025 and has not made any payments to reduce the arrears.
5. The Tenant does not dispute the amount of arrears. She expressed her concerns about the tenancy and stated that she has complained about the Landlord's conduct – the LTB

record confirms that she filed a T2 application on March 6, 2026, in which she requests a rent abatement which, if granted, will presumably be set off against the arrears owed.

6. In support of a delayed termination date, she explained that she survived a violent assault on July 6, 2025 and seven individuals were charged by police with assault. She stated that she informed the Landlord of this incident and of the ongoing, debilitating impact upon her, asserting that this affected her ability to pay the rent. She has been unable to work while she continues to recover but has chosen to enroll in college studies with the goal of finding suitable employment.
7. She stated that she has applied to the local Emergency Housing Registry under Special Priority Status and is waiting for affordable housing. She has a Transitional Housing Support Worker from Western Ottawa Community Resource Centre assisting her with securing housing for herself and her young daughter, and she is accessing housing resources from the Ottawa Victim Support Unit.
8. The above information referenced by the Tenant is described in a letter she wrote to the Landlord dated January 16, 2026, filed with the Board as part of her Request to Review.
9. The Tenant proposes to pay \$800.00 towards the rent, in good faith, for the months of April 2026 and May 2026 for occupancy of the rental unit pending the termination date.
10. I am satisfied that the parties consent to terminating the tenancy. In consideration of all the disclosed circumstances, including the fact that the Tenant is on a special priority housing list, I find that May 31, 2026 is an appropriate termination date.
11. I accept the Tenant's proposal with respect to paying future rent as reasonable in the circumstances. However, in balancing the prejudice to the Landlord, if either of those payments are not made – either on April 1, 2026 or on May 1, 2026 – then the Landlord may apply for an earlier termination of the tenancy under section 78 of the Act.
12. There is no last month's rent deposit.

It is ordered that:

1. The request to review order LTB-L-089417-25 issued on January 8, 2026 is granted.
2. The interim order issued on is cancelled.
3. Order LTB-L-089417-25 is cancelled and replaced with the following.
4. The tenancy between the Landlord and the Tenant is terminated as of May 31, 2026. The Tenant must move out of the rental unit on or before May 31, 2026.
5. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 June 1, 2026.

Arrears of rent

7. The Tenant shall pay to the Landlord \$14,586.00, representing rent owing to March 31, 2026 of \$14,400.00 and \$186.00 for the Landlord's cost of filing the application.

8. If the Tenant does not pay the Landlord the full amount owing on or before May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.

Rent payable for April 2026 and May 2026

9. The Tenant shall pay to the Landlord \$800.00 towards the monthly rent of \$2,400.00 (i) on or before April 1, 2026 and (ii) on or before May 1, 2026.
10. **If the Tenant fails to make any one of the payments in accordance with paragraph 9 of this order**, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 7 of this order shall become immediately due and owing, and **the Landlord may, without notice to the Tenant, apply to the LTB for an order terminating the tenancy and evicting the Tenant earlier than May 31, 2026** and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.
11. The Landlord must make this application within 30 days of the Tenant's breach pursuant to section 78 of the Act.

Daily compensation

12. The Tenant shall also pay the Landlord, and the Landlord shall be entitled to collect, compensation of \$78.90 per day for the use of the unit starting June 1, 2026 until the date the Tenant moves out of the unit.

March 19, 2026
Date Issued

Elle Venhola
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 December 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.