



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106650-25

In the matter of: 511, 1725 Frobisher Lane
Ottawa ON K1G0E6

Between: Osgoode Properties Landlord

And

Nathan Biniam Tenants
Biniam Mesfin

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Nathan Biniam and Biniam Mesfin (the 'Tenants') because:

- the Tenants have been persistently late in paying the Tenants' rent.

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on February 2, 2026.

Only the Landlord's representative Anne Skelly attended the hearing.

As of 9:25am, the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, the tenancy shall continue subject to terms and conditions set out below.
2. The Landlord served a Notice of Termination under section 58 (1) of the Residential Tenancies Act, 2006

58 (1) A landlord may give a tenant notice of termination of their tenancy on any of the following grounds:

- The tenant has persistently failed to pay rent on the date it becomes due and payable.
3. The Tenants were in possession of the rental unit on the date the application was filed.
 4. The rent is due on the first day of each month and this is a month-to-month tenancy.
 5. On December 16, 2025, the Landlord gave the Tenants an N8 notice of termination which indicated a termination date of February 28, 2026. The notice of termination states that the Tenants have persistently failed to pay rent on the date that it is due.
 6. The Landlord submits from June 1, 2025, to December 1, 2025, the Tenants paid rent late 7 times out of 7 months. The Landlord's representative referred to a ledger providing specific payment information and payment dates over this period.
 7. I am satisfied based on a balance of probabilities and based on the uncontested evidence of the Landlord, that the Tenants have persistently failed to pay rent the date it was due.
 8. The Tenants paid the application filing fee on January 12, 2026.

Relief From Eviction

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 Landlord submits that since service of the N8 notice of termination, the Tenants have made improvements with respect to paying their rent in full and on time. Since the notice of the termination was given the Tenants have made the following payments with respect to their monthly rent.
 - December 1, 2025, rent paid on December 16, 2025;
 - January 1, 2026, rent paid on January 1, 2026;
 - February 1, 2026, rent paid on February 1, 2026.
11. As noted, the Tenants did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. At the hearing, the Landlord requested a pay on time order. Given the circumstances, I find this request to be quite reasonable and so the Landlord's request is granted. I am satisfied that it is likely a pay on time order will correct the behaviour of the Tenants.
12. Given the date of this order, the Tenants will be permitted to pay the lawful monthly rent for March 2026 in full on or before March 31, 2026. This will allow the Tenant time to sort out their finances.
13. This order contains all of the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. If the Tenants have not done so already, the Tenants shall pay their lawful monthly rent for March 2026, in full on or before March 31, 2026.
3. Commencing April 1, 2026, and continuing up to and including March 1, 2027, the Tenants shall pay their lawful monthly rent, in full and on or before the first day of each month.
4. If the Tenants fails to comply with the conditions set out in paragraph 2 and 3 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

March 20, 2026
Date Issued

Reshad Nazeer
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.