



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

File Number: LTB-L-076101-25

In the matter of: 1228 WHETHERFIELD ST
LONDON ON N6H5X1

Between: TAMER EL-LAHAM Landlord

And

CHRIS ROSS Tenant

TAMER EL-LAHAM (the 'Landlord') applied for an order to terminate the tenancy and evict CHRIS ROSS (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant did not pay the rent that the Tenant owes.
- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on December 2, 2025.

Only the Landlord and the Landlord's Legal Representative Lindsey Branje attended the hearing.

As of 10:26 a.m., the Tenant was 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.

L1 – Application

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 \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 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 December 31, 2025, are \$9,600.00.
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.

L2- Application

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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination -Substantial interference

On August 14, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on August 19, 2025, with a termination date of September 9, 2025. The notice of termination contains the following allegations:

- The Landlord testified to arriving at the rental unit on August 14, 2025, to find a letter had been posted to the door from the City of London. The Landlord stated the letter was an infraction letter which advised that the Tenant has two recreational vehicles parked in the driveway.
 - The Landlord produced evidence of this letter which stated one vehicle must be removed from the driveway and park the vehicle elsewhere or store the vehicle in an enclosed building.
4. The Tenant stopped the conduct or activity or corrected the omission within seven days after receiving the N5 notice of termination. The Landlord testified that since the August 11, 2025, visit including to this hearing date, the Tenant has not moved any of recreational vehicles. Therefore, the Tenant voided the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
 5. N8 Notice of Termination

On August 14, 2025, the Landlord gave the Tenant an N8 notice of termination, which was deemed served on August 19, 2025, with a termination date of October 31, 2025. The notice of termination contains the following allegations:

- The Landlord stated that rent is to be paid in full and on time. Rent is due on the first day of each month.

6. Persistently Late

The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 8 times in the past 8 months.

- January 1, 2025, Tenant paid rent on January 17, 2025.
- February 1, 2025, Tenant paid rent on February 28, 2025.
- March 1, 2025, Tenant paid rent on March 15, 2025.
- April 1, 2025, Tenant paid rent on April 22, 2025.
- May 1, 2025, Tenant paid rent on May 9, 2025.
- June 1, 2025, Tenant paid rent on June 10, 2025.
- July 1, 2025, Tenant paid rent on July 8, 2025.
- August 1, 2025, Tenant had not paid rent.

7. Since the filing of the application, the Landlord testified that the Tenant has not paid any rent for the months of September, October, November, and December 2025.

8. Daily compensation, NSF charges, rent deposit

The Tenant was required to pay the Landlord \$3,313.80 in daily compensation for use and occupation of the rental unit for the period from September 10, 2025, to December 2, 2025.

9. Based on the monthly rent, the daily compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. On a balance of probabilities, I find that the Landlord has established that the Tenant failed to pay the monthly rent in full and on time, resulting in rent arrears. The Tenant did not remedy the arrears and also failed to remove one or both recreational vehicles.

13. Relief from eviction

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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 3, 2026.

2. If the unit is not vacated on or before April 3, 2026, then starting April 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 4, 2026.
4. The Tenant shall pay to the Landlord \$15,900.00, which represents compensation for the use of the unit from September 10, 2025, to March 31, 2026.
5. The Tenant shall also pay the Landlord compensation of \$69.04 per day for the use of the unit starting December 3, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$16,086.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026
Date Issued

Anthony Bruno
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 of the Tenant expires on October 4, 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.

