



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

File Number: LTB-L-010634-26

In the matter of: 7, 120 ST-DENIS ST
VANIER ON K1L7J2

Between: 1828362 Ontario Inc. Landlord

And

John Fennell Tenant

1828362 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict John Fennell (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

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 March 5, 2026.

Only the Landlord's Legal Representative, Marie Connolly, attended the hearing.

As of 1:52 p.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.

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. Therefore, the tenancy shall terminate on March 31, 2026, which is the termination date in the Landlord's N8 Notice.

L1 Application – Non-Payment of Rent

2. 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.

3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$1,095.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$36.00. This amount is calculated as follows: \$1,095.00 x 12, divided by 365 days.
6. The Tenant has paid \$390.00 to the Landlord since the application was filed.
7. The rent arrears owing to March 31, 2026 are \$6,345.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

L2 Application – Persistent Late Payment of Rent

10. On January 14, 2026, the Landlord gave the Tenant an N8 notice of termination. The notice of termination alleged that the Tenant had paid rent late 7 times between July 2025 and January 2026.
11. The Landlord testified that they receive \$390.00 monthly from a subsidy from the City of Ottawa and the Tenant used to pay the remaining rent. However, the Tenant has stopped paying the remaining rent owed since July 2025.
12. I am satisfied that the Landlord has established on a balance of probabilities that the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the first day of each month. The rent has been paid late 7 times between July 2025 and January 2026.

Relief from Eviction

13. The Landlord testified that the Tenant has been unresponsive for the last couple of months. Prior, the Landlord spoke to the Tenant that he must pay rent in full and on time. After receiving the N8 notice, the Tenant paid February and March 2026 rent late. The Landlord testified that they have been before the Board previously when they gave an N4 notice to the Tenant.
14. The Tenant did not attend the hearing and thus I did not hear any evidence or submissions from them regarding their circumstances. The Landlord was not aware of any relevant section 83 considerations for the Tenant.
15. 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. Pursuant to the L2 Application, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application.
3. As of the date of the hearing, the Tenant owes the Landlord \$5,616.00. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall also pay the Landlord compensation of \$36.00 per day for the use of the unit starting March 6, 2026 to the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
6. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 1, 2026.

March 19, 2026
Date Issued

Allana McComb
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 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To March 5, 2026	\$5,820.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	-\$390.00
Total amount owing to the Landlord	\$5,616.00
Plus daily compensation owing for each day of occupation starting March 6, 2026	\$36.00 (per day)