



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

File Number: LTB-L-106653-25

In the matter of: 1102, 1735 Frobisher Lane
Ottawa ON K1G3P7

Between: Osgoode Properties Landlord

And

Talal El Ayoubi Tenant

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Talal El Ayoubi (the 'Tenant') because:

- 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 February 2, 2026.

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

As of 9:33am, 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. 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 Tenant was 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 Tenant an N8 notice of termination which indicated a termination date of February 28, 2026. The notice of termination states that the Tenant has persistently failed to pay rent on the date that it is due.
 6. The Landlord's representative submits from June 1, 2025, to December 1, 2025, the Tenant 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 Tenant has persistently failed to pay rent the date it was due.
 8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 is seeking termination of the tenancy and submit that since service of the N8 notice of termination, the Tenant has continued to not pay rent on the date it is due. Since the notice of the termination was given the Tenant has made the following payments with respect to their monthly rent.
 - December 2025, rent paid on December 18, 2025'
 - January 2026, no rent paid;
 - February 2026, not aware of any rent paid as of the hearing date.
11. The Landlord's representative states that emails are sent to the Tenant each time rent is late as a reminder to the Tenant's obligations with respect to paying rent on the date that it is due, but there has been no communication from the Tenant. The Landlord submits that rental arrears are reoccurring, and the Tenant has a pattern of getting into arrears and paying them off. The Landlord submits that they require the prompt payment of rent to maintain the rental property.
12. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances or to dispute the Landlord's application for an eviction order.

13. However, I find that the Tenant should be given an opportunity to preserve their tenancy with a pay-on-time order. I note this tenancy started on January 1, 2014. Therefore, there is some utility to a pay on time order, and I am satisfied that it is likely a pay on time order will correct the payment behaviour of the Tenant.
14. Eviction is a remedy of last resort. The prejudice to the Landlord is minimal and the concerns raised with respect to the timeliness of rent payments can adequately be addressed through a pay on time order.
15. Given the date of this order, the Tenant 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.
16. 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 Tenant continues if the Tenant meets the conditions set out below.
2. If the Tenant has not done so already, the Tenant 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 Tenant shall pay their lawful monthly rent, in full and on or before the first day of each month.
4. If the Tenant 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 Tenant. 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 Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 4, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 5, 2026, at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Reshad Nazeer
Member, Landlord and Tenant Board

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