



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-108280-25

In the matter of: 2119A, 105 CHAMPAGNE AVE S
OTTAWA ON K1S5E5

Between: Ashcroft Homes – Capital Hall Inc. Landlord

And

Zineb Anrar Tenant

Ashcroft Homes – Capital Hall Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Zineb Anrar (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 2026.

The Landlord's Representative, Lorenzo Patino, and the Tenant attended the hearing.

Determinations:

Preliminary Issues – Subsection 82(1) Claims

1. At the hearing the Tenant attempted to raise a number of concerns pursuant subsection 82(1) of the *Residential Tenancies Act, 2006* (the 'Act').
2. The Tenant filed a document listing the issues she intended to raise (DOC-7457676).
3. I found that the document provided by the Tenant was not comprehensible, specifically page 5, because of the way the pleadings overlap each other it was difficult to decipher what was being plead. Therefore, I find the document was not properly put before the Board nor the Landlord.
4. As such, the Tenant was not permitted to raise their issues pursuant to subsection 82(1), however they were aware these issues may be raised by filing their own application.

L1 Application

5. 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.

6. As of the hearing date, the Tenant was still in possession of the rental unit.
7. The lawful rent is \$1,400.00. It is due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
9. The Tenant has not made any payments since the application was filed.
10. The rent arrears owing to March 31, 2026, are \$21,234.00. The arrears were not in dispute.
11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. The Landlord collected a rent deposit of \$1,400.00 from the Tenant, and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
13. Interest on the rent deposit, in the amount of \$84.98, is owing to the Tenant for the period from September 1, 2023, to March 5, 2026.
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.
15. The Landlord sought a voidable termination order since the Tenant failed to pay all arrears plus any new rent owing as of the hearing date.
16. The Tenant testified her income is \$700.00 per month. The Tenant testified she had a job opportunity in the near future which would generate enough income to support the rent and a repayment plan. I find the Tenant did not provide substantial evidence to support the alleged new job opportunity.
17. Given that the Tenant's current income cannot support the rent and the lack of evidence regarding a new job, I do not find this tenancy to be viable. Therefore, the tenancy will be terminated unless the Tenant can pay all the arrears owing and new rent due by April 30, 2026. The standard termination date is extended to the end of April to allow the Tenant time to find new accommodations. The Landlord is holding a rent deposit that can be applied to April 2026 if the Tenant vacates and the Landlord will not incur more debt.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$21,420.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$22,820.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered, plus any additional rent that became due after April 30, 2026, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order, the Tenant must move out of the rental unit on or before April 30, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$18,765.17. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting March 6, 2026, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 May 1, 2026.

March 27, 2026
Date Issued

Elena Jacob
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 November 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 to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026.

Rent Owing to March 31, 2026	\$21,234.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,420.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 30, 2026.

Rent Owing to April 30, 2026	\$22,634.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$22,820.00

C. Amount the Tenant must pay if the tenancy is terminated.

Rent Owing to Hearing Date	\$20,064.15
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,400.00
Less the amount of the interest on the last month's rent deposit	- \$84.98
Total amount owing to the Landlord	\$18,765.17
Plus, daily compensation owing for each day of occupation starting March 6, 2026	\$46.03 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	