



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

File Number: LTB-L-099241-25

In the matter of: 202, 1090 KRISTIN WAY
OTTAWA ON K1K4B6

Between: Realrent Landlord

And

Yana Saber Tenants
George Saber

Realrent (the 'Landlord') applied for an order to terminate the tenancy and evict Yana Saber and George Saber (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on February 17, 2026.

Only the Landlord's legal representative, Harshit Sharma and the Landlord's agent, Gerald Bouthillier attended the hearing.

As of 9:44 a.m., 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:

Amending the application

1. At the hearing, I raised the issue that the monthly rent for November 2025 had not been included in the application, despite the application having been filed on November 28, 2025. The Landlord's legal representative submitted that, as of the date of filing, the rent arrears owing up to November 30, 2025 totaled \$983.32.
2. The Tenants were not served with an L1/L9 Update Sheet reflecting this amount. However, the Tenants did not attend the hearing to make submissions regarding the quantum of arrears. The Landlord seeks to amend the application to reflect the arrears outstanding as of the date of filing.
3. The amendment is appropriate in the circumstances and does not result in prejudice to the Tenants. Although the Tenants were not served with an updated L1/L9 Information Update, they ought reasonably to have been aware of their ongoing obligation to pay

monthly rent and the resulting accumulation of arrears. The Tenants did not attend the hearing to dispute the amount of arrears or to make submissions on this issue. In these circumstances, I find that the amendment serves only to correct and clarify the arrears owing as of the date of filing and does not impair the Tenants' ability to know the case to be met or to respond. Accordingly, I am satisfied that the amendment does not result in any prejudice to the Tenants and is consistent with the fair, orderly, and efficient adjudication of the application before the Board. As such the application is amended to reflect the amount of \$983.32 owing to the Landlord for the period to November 30, 2025.

N4 Notice of termination

4. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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.
5. As of the hearing date, the Tenants were still in possession of the rental unit.
6. The lawful rent is \$1,868.38. It is due on the 1st day of each month.
7. Based on the Monthly rent, the daily rent/compensation is \$61.43. This amount is calculated as follows: \$1,868.38 x 12, divided by 365 days.
8. The Tenants have paid \$4,869.08 to the Landlord since the application was filed.
9. The rent arrears owing to February 28, 2026 are \$1,719.38.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$1,650.00 from the Tenants 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.
12. Interest on the rent deposit, in the amount of \$131.25 is owing to the Tenants for the period from December 1, 2022 to February 17, 2026.
13. 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 Tenants 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 Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$3,773.76 if the payment is made on or before March 31, 2026, minus any rent payments or compensation paid by the Tenants . See Schedule 1 for the calculation of the amount owing.

OR

- \$5,642.14 if the payment is made on or before April 10, 2026, minus any rent payments or compensation paid by the Tenants . See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants has paid the full amount owing as ordered plus any additional rent that became due after April 10, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before April 10, 2026.**
 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$699.94. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$61.43 per day for compensation for the use of the unit starting February 18, 2026, until the date the Tenants move out of the unit.
 6. The Tenants shall also pay the Landlord compensation of \$61.43 per day for the use of the unit starting February 18, 2026 until the date the Tenants move out of the unit.
 7. If the Tenants do not pay the Landlord the full amount owing on or before April 10, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 11, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 10, 2026, then starting April 11, 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 April 11, 2026.

March 30, 2026
Date Issued

Christina Philp
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 October 11, 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 Tenants 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	\$8,456.84
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,869.08
Total the Tenants must pay to continue the tenancy	\$3,773.76

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before April 10, 2026

Rent Owing To April 30, 2026	\$10,325.22
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,869.08
Total the Tenants must pay to continue the tenancy	\$5,642.14

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

Rent Owing To Hearing Date	\$5,764.39
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$4,869.08
Less the amount of the last month's rent deposit	- \$1,650.00
Less the amount of the interest on the last month's rent deposit	- \$131.25
Total amount owing to the Landlord	\$(699.94)
Plus daily compensation owing for each day of occupation starting February 18, 2026	\$61.43 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	