



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing v Laprade, 2026 ONLTB 26955

Date: 2026-04-01

File Number: LTB-L-043869-25

In the matter of: C, 1785 RUSSELL RD
OTTAWA ON K1G0N1

Between: Ottawa Community Housing Landlord

And

Dorine Laprade Tenant

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Dorine Laprade (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 13, 2026.

The Landlord's agent Anne-Marie Choquette and the Tenant attended the hearing.

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 \$1,687.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.46. This amount is calculated as follows: \$1,687.00 x 12, divided by 365 days.
5. The Tenant has paid \$3,609.00 to the Landlord since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$15,876.00.
7. There is no last month's rent deposit.
8. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

9. I understand, based on the submissions of both parties, that the rent arrears are a result of a loss of subsidy eligibility. The Tenant is of the position that this was in error and cites the partial rent payments made directly by ODSP as proof of this. The Landlord's agent clarified that the Landlord served mailed an N2 Notice of Rent Increase to the Tenant and is open to working with the Tenant to resolve the subsidy issue, but that the Tenant has not provided all of the necessary documentation relating to the household.
10. Given the time that has elapsed since the hearing, the Tenant has – for several weeks – been on notice that the Landlord requires additional information from her to determine her subsidy eligibility. The Landlord cannot be expected to wait indefinitely for this information.
11. The circumstances described by the Tenant at the hearing do not change the fact that, ultimately, it is her responsibility to ensure that rent is paid to the Landlord on time and to make efforts to remedy any disruption to any subsidy she receives if she believes the interruption to be in error. No evidence of efforts to correct the issue were presented at the hearing. For these reasons, I believe it would be unfair to the Landlord to grant relief from eviction in this case.

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:**
 - \$19,250.00 if the payment is made on or before April 12, 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 12, 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 12, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$14,909.98. This amount includes rent arrears owing up to the date of the hearing. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$55.46 per day for the use of the unit starting February 14, 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 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

8. If the unit is not vacated on or before April 12, 2026, then starting April 13, 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 13, 2026.

April 1, 2026
Date Issued

Jeremy Henderson
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 13, 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 April 12, 2026

Rent Owing To April 30, 2026	\$22,859.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,609.00
Total the Tenant must pay to continue the tenancy	\$19,250.00

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

Rent Owing To Hearing Date	\$18,518.98
Less the amount the Tenant paid to the Landlord since the application was filed	- \$3,609.00
Total amount owing to the Landlord	\$14,909.98
Plus daily compensation owing for each day of occupation starting February 14, 2026	\$55.46 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	