



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-001299-26

In the matter of: 202, 420 GLOUCESTER ST
OTTAWA ON K1R7T7

Between: Bronson Place Landlord

And

Omar El Metoui Tenant

Bronson Place (the 'Landlord') applied for an order to terminate the tenancy and evict Omar El Metoui (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 12, 2026.

Only the Landlord's agent Nawal Haymour, and the Landlord's legal representative Grace George attended the hearing.

Preliminary Issue - Whether the Hearing to proceed Uncontested against the Tenant

1. An individual identified as Hicham Abouaranass ('Abouaranass') attended the hearing and stated that he has been residing in the unit since March 1, 2025, as a subtenant under Omar El Metoui. However, Abouaranass acknowledged that he has no written authorization from the Landlord and that the Landlord repeatedly requested documentation from Omar El Metoui to regularize the occupancy.
2. Abouaranass further testified that, beginning in December 2025, he attended at the Landlord's office and made rent payments directly to the Landlord. While this evidence demonstrates that the Landlord accepted payments for use and occupancy, it does not establish a tenancy agreement between the Landlord and Abouaranass, nor does it displace Omar El Metoui as the lawful tenant under the tenancy agreement.
3. The Landlord's agent Nawal Haymour ('haymour') testified that the Landlord contacted the Tenant Omar El Metoui on December 4, 2025, requesting proper documentation regarding any alleged subtenancy or transfer of occupancy. Although Omar El Metoui initially inquired about the required documentation, he failed to provide any further response or materials.

4. The Landlord's agent Haymour provided documentary evidence, confirming that Omar El Metoui is the sole lawful tenant of the rental unit. There is no evidence before the Board of any authorized assignment or subtenancy approved in accordance with the Act.
5. In the absence of any evidence that the tenancy was lawfully assigned or that the Landlord consented to a subtenancy in accordance with the Act, the Board finds that Omar El Metoui remains the sole tenant and is responsible for the tenancy.
6. 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. 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 \$1,479.44. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$48.64. This amount is calculated as follows: \$1,479.44 x 12, divided by 365 days.
5. The Tenant has paid \$2,803.41 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$3,085.99.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,555.55 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.
9. Interest on the rent deposit, in the amount of \$233.80 is owing to the Tenant for the period from February 1, 2018, to March 12, 2026.
10. 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.
11. The Tenant did not attend the hearing and provided no evidence or further information for the Board to consider. In the absence of any evidence from the Tenant, there are no circumstances that would justify refusing or delaying the eviction.

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:**
 - \$1,948.02 if the payment is made on or before April 21, 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 21, 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 21, 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 \$1,320.77. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$48.64 per day for compensation for the use of the unit starting March 13, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before April 21, 2026, then starting April 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 22, 2026.

April 10, 2026

Date Issued

Nathan Korenberg

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 22, 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 21, 2026

Rent Owing To April 30, 2026	\$4,565.43
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,803.41
Total the Tenant must pay to continue the tenancy	\$1,948.02

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

Rent Owing To Hearing Date	\$3,085.99
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,803.41
Less the amount of the last month's rent deposit	- \$1,555.55
Less the amount of the interest on the last month's rent deposit	- \$233.80
Total amount owing to the Tenant	\$(1,320.77)
Plus daily compensation owing for each day of occupation starting March 13, 2026	\$48.64 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	