



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

File Number: LTB-L-001848-26

In the matter of: 1804, 170 LEES AVE
OTTAWA ON K1S5G5

Between: HAMA Investments Limited Landlord

And

Benjamin Papineau Tenant

HAMA Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Benjamin Papineau (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed charges related to NSF cheques. At the hearing, the Landlord confirmed that it waives its claim for NSF charges. Accordingly, those amounts are excluded from the arrears owing.

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

The Landlord's agent Tamana Jabbar 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). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the notice or before the day 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 \$1,829.59. It is due on the 1st day of each month.
4. The rent arrears owing to March 31, 2026, are \$9,180.81.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. Accordingly, the total amount the Tenant owes the Landlord is \$9,366.81.

Tenant's Evidence

7. The Tenant testified that he resides in a three-bedroom rental unit and rents out two of the bedrooms to subtenants. The Tenant explained that the arrears accumulated primarily because the subtenants failed to pay their portion of the rent as agreed.
8. The Tenant stated that these issues with the subtenants have now been resolved. The Tenant testified that he recently obtained a second full-time job, which is scheduled to begin on March 23, 2026. The Tenant has resided in the rental unit for approximately eight years.
9. The Tenant testified that eviction would result in significant hardship. The Tenant provided evidence of his household finances, stating that His net monthly employment income is approximately \$3,150.00, and He receives approximately \$1,400.00 per month from subtenants.
10. Upon further questioning by the Board, The Tenant testified that his monthly expenses were comprised of the following: food \$300.00, Cell phone \$110.00, Internet \$56.00, Loan payments \$1,400.00, Medical supplies \$100.00 Public transportation \$130.00.
11. The Tenant proposed a repayment plan whereby he would pay the lawful monthly rent on time beginning immediately and pay \$450.00 toward the arrears every two weeks.
12. During cross examination the Tenant testified that the missed rent payments were due to issues with his subtenants, including their absence and failure to pay rent on time. The Tenant explained that, on one occasion, a pre-authorized rent payment was returned due to a shortfall of approximately \$10.00.
13. The Tenant explained that the issues with the subtenants have now been resolved and that rental income from them is expected to be consistent going forward.

Analysis

14. The Tenant does not dispute the arrears and has proposed a structured repayment plan. The Tenant's evidence demonstrates a material change in circumstances, including securing additional full-time employment and stabilizing income from subtenants.
15. The Tenant has a lengthy tenancy of eight years, which weighs in favour of preserving the tenancy. The Tenant's financial disclosure supports a finding that the proposed repayment plan is reasonably achievable.
16. The Landlord indicated a preference for repayment of the arrears within six months, however, the Tenant's current proposal reflects his updated financial circumstances following the acquisition of additional employment. I am satisfied

that the Tenant is making a good faith effort to repay the arrears and that the proposed plan is reasonable in the circumstances.

17. 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.

It is ordered that:

1. The Tenant shall pay to the Landlord \$9,366.81 for arrears of rent up to March 31, 2026, and costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

Date Payment Due	Amount of Payment
April 16, 2026	\$450.00
April 30, 2026	\$450.00
May 14, 2026	\$450.00
May 28, 2026	\$450.00
June 11, 2026	\$450.00
June 25, 2026	\$450.00
July 9, 2026	\$450.00
July 23, 2026	\$450.00
August 6, 2026	\$450.00
August 20, 2026	\$450.00
September 3, 2026	\$450.00
September 17, 2026	\$450.00
October 1, 2026	\$450.00
October 15, 2026	\$450.00
October 29, 2026	\$450.00
November 12, 2026	\$450.00
November 26, 2026	\$450.00
December 10, 2026	\$450.00
December 24, 2026	\$450.00
January 7, 2027	\$450.00
January 21, 2027	\$366.81

3. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period May 1, 2026, to January 31, 2027, or until the arrears are paid in full, whichever date is earliest.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant,

apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

April 9, 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.