



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

File Number: LTB-L-002487-26

In the matter of: 2, 66 FIFTH AVE
OTTAWA ON K1S2M6

Between: SerCo Realty Group Landlord

And

Leighton Beacock Tenant

SerCo Realty Group (the 'Landlord') applied for an order to terminate the tenancy and evict Leighton Beacock (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 16, 2026.

The Landlord 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 \$1,655.22. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.42. This amount is calculated as follows: \$1,655.22 x 12, divided by 365 days.
5. The Tenant has paid \$10,700.00 to the Landlord since the application was filed.
6. The rent arrears owing to March 31, 2026, are \$6,607.54. The Tenant confirmed the amount of arrears claimed by the Landlord to be correct and did not dispute the amount of the arrears.
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 \$1,450.00 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.
9. Interest on the rent deposit, in the amount of \$151.34 is owing to the Tenant for the period from May 19, 2020, to March 16, 2026.

Relief From Eviction

10. The Tenant testified that he lost one of his jobs in May 2025, where he had been employed as a bartender/server. As a result, he became fully reliant on his small self-employment business. He explained that during the winter months his work significantly slowed, and he was unable to secure sufficient contracts to generate income or make payments to the Landlord. The Tenant further testified that he has been experiencing depression during this period.
11. The Tenant stated that he maintained occasional communication with the Landlord regarding his financial difficulties. He testified that he has recently secured a contract expected to be completed by the end of March 2026 and is actively pursuing additional work, including submitting a quote for a new project anticipated to be completed in early April 2026. He believes these opportunities will allow him to resume making payments.
12. The Tenant requested relief from eviction and asked for time to stabilize his financial situation. He testified that he has an 11-year-old daughter who resides with him on a part-time basis, and that eviction during the school year would be detrimental to her.
13. The Tenant proposed a repayment plan whereby he would resume paying the lawful monthly rent as of April 1, 2026, and in addition, make payments toward the arrears on the 15th day of each month over a 12-month period. The Tenant did not file documentary evidence to support his income, expenses, or medical condition.
14. In response to questions from the Board, the Tenant testified that his household income is approximately \$5,500.00 per month (gross). He provided the following monthly household expenses: food \$400.00, car payment \$764.00, car insurance \$308.00, gas \$960.00, hydro \$75.00, phone \$125.00, internet \$75.00, child support \$455.00, credit card \$25.00, and medication \$100.00, for a total of \$3,287.00 per month. The Tenant acknowledged that he is not currently receiving income from pending landscaping or construction contracts, as he is still in the process of bidding for work.

Analysis

15. The Tenant does not dispute the arrears and has proposed a repayment plan. However, the viability of that plan is not supported by reliable evidence. The Tenant's income is uncertain and largely dependent on future, unconfirmed contracts. While the Tenant expressed optimism about upcoming work, there is no documentary evidence to substantiate these prospects or establish a stable and predictable income stream.
16. The Tenant's stated monthly expenses total \$3,287.00 against a gross household income of \$5,500.00. While this suggests some capacity to pay, the Board must approach this evidence with caution. The income figure is gross rather than net, and the Tenant's

testimony confirms that his earnings are inconsistent and currently insufficient, particularly as he is not receiving income from his self-employment currently.

17. I also note the Landlord's uncontested evidence that the Tenant has historically made assurances of payment that were not fulfilled, and that the Landlord has had to repeatedly pursue the Tenant for payment. This raises concerns about the Tenant's ability to comply with a structured repayment plan going forward.
18. While I accept that eviction would have a significant impact on the Tenant, including on his child, and that he has experienced financial and personal hardship, the lack of evidence, combined with the uncertainty of his income and past payment history, leads me to find that the proposed repayment plan is not viable.
19. 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.

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:**
 - \$8,448.76 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

 - \$10,103.98 if the payment is made on or before May 4, 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 May 4, 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 May 4, 2026.**
5. If the unit is not vacated on or before May 4, 2026, then starting May 5, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 5, 2026.

April 23, 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 November 5, 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 30, 2026

Rent Owing To April 30, 2026	\$18,962.76
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$10,700.00
Total the Tenant must pay to continue the tenancy	\$8,448.76

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 4, 2026

Rent Owing To May 31, 2026	\$12,341.88
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$10,700.00
Total the Tenant must pay to continue the tenancy	\$10,103.98

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

Rent Owing To Hearing Date	\$16,491.24
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$10,700.00
Less the amount of the last month's rent deposit	- \$1,450.00
Less the amount of the interest on the last month's rent deposit	- \$151.34
Total amount owing to the Landlord	\$4,375.90
Plus daily compensation owing for each day of occupation starting March 17, 2026	\$54.42 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	