



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

File Number: LTB-L-007104-26

In the matter of: 268 West Ave. N.
Hamilton, ON L8L5C9

Between: Walid Bou Sleiman Landlord

And

Ashlie Jansen Tenant

L1 Application

Walid Bou Sleiman (the 'Landlord') applied for an order to terminate the tenancy and evict Ashlie Jansen (the 'Tenant') because the Tenant did not pay the rent owed.

L2 Application

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because: the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant has been persistently late in paying the Tenant's rent.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because: the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date (L2 Application).

This application was heard by videoconference on April 22, 2026.

The Landlord's Representative, Brittney-Rose Ward, and the Tenant attended the hearing.

The Tenant met with Tenant Duty Counsel prior to the commencement of the hearing.

Parties sought resolution through mediation but were unsuccessful.

Determinations:

1. The Tenant uploaded 18 documents to the portal on April 14, 2026, however, these documents were not provided to the Landlord as required by LTB Rule of Procedure 19.1 and therefore were not considered.

L1 Application

2. 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.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The uncontested rent arrears owing to April 30, 2026, are \$18,900.00.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$2,700.00 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.
10. Interest on the rent deposit, in the amount of \$103.85 is owing to the Tenant for the period from September 1, 2024, to April 22, 2026.

Relief from Eviction – L1 Application

11. 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 not be unfair to postpone the eviction until May 31, 2026 pursuant to subsection 83(1)(b) of the Act.
12. The Landlord's Representative submitted that the Tenant first fell into arrears in October 2025. The Landlord contacted the Tenant regarding the outstanding rent but did not specifically request a payment plan. The Landlord's Representative further submitted that the Tenant has made no payments since the arrears began. Given the Tenant's lack of effort to address the arrears, together with the Tenant's testimony which the Landlord suggested infers the Tenant intends to

remain in the unit until enforcement by the Sheriff. Therefore, the Landlord sought a standard eviction order.

13. The Tenant testified that she resides in the rental unit with her two children, aged 15 and 4. She testified that her youngest child has been diagnosed with autism. The Tenant stated that she wished to remain in the rental unit and proposed a repayment plan of \$500.00 per month beginning May 1, 2026, while also paying the lawful monthly rent in full commencing on that date. The Tenant reported monthly income of \$1,500.00, consisting of Ontario Works benefits and HST payments. She disclosed monthly expenses totalling \$478.00 for public transit, electricity, natural gas, mobile phone service, and groceries. She also confirmed that she has student loans, although she is not currently making payments on them.
14. The Tenant also submitted that she is expecting a retroactive payment from the Canada Revenue Agency (CRA) in the amount of approximately \$38,000.00 to \$40,000.00. However, she was unable to state when these funds would be received and did not provide any supporting documentation.
15. After confirming these calculations, the Tenant submitted that she would have two roommates beginning May 1, 2026, who will pay \$1,200.00 each towards the rent. The Landlord stated that they were unaware of the Tenant's intention to have roommates. As the prospective roommates were not available to confirm their intent to move into the rental unit, or to confirm their individual monthly incomes and expenses, and since the Tenant only disclosed the potential roommates after it was clear that she did not have sufficient income to support the tenancy, I did not consider the potential roommates.
16. After accounting for rent, the Tenant's budget reflects a monthly shortfall of approximately \$1,678.00, increasing to \$2,178.00 when the proposed arrears repayment is included
17. In an effort to incentivize the Tenant to vacate the rental unit, the Landlord proposed reducing the rental arrears by \$5,000.00 if the Tenant vacated by May 10, 2026. The Tenant stated that she was unable to meet that timeline and required 60 to 90 days to vacate, as her nearest family support is approximately 20 hours away. The Landlord was unwilling to extend their proposal beyond May 10, 2026.
18. Based on the income disclosed and the proposed repayment plan, the Tenant would not have sufficient funds to meet her ongoing monthly expenses. As the Tenant was unable to demonstrate the financial capacity to sustain the tenancy under the proposed arrangement, I concluded that the tenancy could not be preserved. I explained to the parties that the Tenant's current financial circumstances do not support the viability of the tenancy.
19. Considering that no payments have been made since the arrears began, and in light of the financial information provided, the Tenant does not have sufficient income to meet ongoing expenses, including rent.

20. However, taking into account the Tenant's two school-aged children, one of which has special needs, I discussed with the parties a delayed termination date of May 31, 2026. I further explained to the Tenant the process that would take place if she did not vacate by May 31, 2026, including the timeline for enforcement of the eviction.

L2 Application

21. On December 10, 2025, the Landlord mailed the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served on December 14, 2025, with a termination date set for February 28, 2026. The N8 notice claims the Tenant was at least 3 days late in paying rent for 5 out of 6 consecutive months between June 1, 2025, and November 30, 2025.

22. Rent is due monthly on the first day of the month. It was uncontested that the payments for rent covering the period from June 1, 2025, to November 30, 2025, were paid as follows:

- June 2025 was paid in full on June 2, 2025
- July 2025 was paid in full on July 7, 2025
- August 2025 was paid in full on August 16, 2025
- September 2025 was paid in full on September 14, 2025
- October 2025 was fully outstanding as of the hearing date.
- November 2025 was fully outstanding as of the hearing date.

23. Since the Tenant paid the rent late for more than 50 percent of the rental period from June 2025 to November 2025, I find that the Tenant has persistently paid the rent late.

24. Since the N8 notice was served the Tenant has paid the rent as follows:

- January 2026 was fully outstanding as of the hearing date.
- February 2026 was fully outstanding as of the hearing date.
- March 2026 was fully outstanding as of the hearing date.
- April 2026 was fully outstanding as of the hearing date.

25. The Landlord's Representative sought to withdraw the portions of the L2 application based on the N5 Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding, and the N12 Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit. I consented to the withdrawal.

Relief from Eviction – L2 Application

26. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the Landlord's request for a pay-on-time order and the Tenant's payment history. Based on these considerations, I find that granting relief from eviction, subject to the conditions outlined in this order pursuant to subsections 83(1)(a) and 204(1) of the Act, would not be unfair. This relief will only apply if the Tenant voids the L1 portion of the order by paying all of the arrears and costs/

It is ordered that:

L1 Application

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:**
 - \$19,086.00 if the payment is made on or before April 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$21,786.00 if the payment is made on or before May 31, 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 31, 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 31, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$15,535.09. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting April 23, 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 May 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 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 June 1, 2026.

L2 Application

10. If the Tenant voids the L1 portion of the order by making the required payment in accordance with paragraph 2 above, the tenancy shall continue on the condition that the Tenant pay to the Landlord new rent on time and in full as it comes due and owing for the period from June 1, 2026, to November 1, 2027.
11. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, 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.

April 29, 2026
Date Issued

Ken Audziss
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 December 1, 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	\$18,900.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$19,086.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing to May 31, 2026	\$21,600.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$21,786.00

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

Rent Owing to Hearing Date, April 22, 2026	\$18,152.94
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$103.85
Total amount owing to the Landlord	\$15,535.09
Plus, daily compensation owing for each day of occupation starting April 23, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	