



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

File Number: LTB-L-011715-26

In the matter of: C, 1448 Heatherington Road
Ottawa ON K1V6S1

Between: Ottawa Community Housing Landlord

And

Thomas Collins Tenant

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

This application was mediated by videoconference on April 23, 2026.

The Landlord's Agent, Karine Viljean, attended on behalf of the Landlord.

The Tenant was self-represented and spoke with Tenant Duty Counsel prior to the mediation.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

The parties agree:

1. The lawful rent is \$1,505.00. It is due on the 1st day of each month.
2. Based on the monthly rent, the daily rent/compensation is \$49.48. This amount is calculated as follows: \$1,505.00 multiplied by 12 months, divided by 365 days.
3. The Tenant has not made any payments since the application was filed.
4. The rent arrears owing to April 30, 2026 are \$7,747.00.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.

7. On or before May 1, 2026, the Tenant will provide the Landlord with the required Annual Review documentation. The Tenant will also provide the Landlord with a letter from Ontario Works confirming that the Tenant's income has been impacted by an Ontario Works audit.
8. On or before May 1, 2026, the Tenant will provide authorization for the Landlord and Ontario Works to communicate directly with one another about the Tenant.
9. Although the Tenant is expected to pay the monthly rent for May 2026 in full, on or before May 1, 2026, the Landlord is not attaching section 78 of the *Residential Tenancies Act, 2006* (the 'Act') to this payment.

On consent, 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:**
 - \$9,438.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$10,943.00 if the payment is made on or before June 30, 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 June 30, 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 June 30, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$7,566.04. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$49.48 per day for the use of the unit starting April 24, 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 June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.

Additional conditions

10. The Tenant shall pay to the Landlord the monthly rent for June 2026 on or before June 1, 2026.
11. If the Tenant fails to make the payment under paragraph 10 above in full, the Landlord may collect the entire outstanding balance from the amount set out in paragraph 5 immediately.
12. If the Tenant fails to make the payment in accordance with paragraph 10 and by the date required, then the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 5 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 10 of this order. This may result in the Board issuing an order that terminates the tenancy before June 30, 2026.

May 13, 2026
Date Issued

Angela McLaughlin
Hearings Officer, 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 January 1, 2027 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 May 31, 2026

Rent Owing to May 31, 2026	\$9,252.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$9,438.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing to June 30, 2026	\$10,757.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$10,943.00

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

Rent Owing to Hearing Date	\$7,380.04
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$7,566.04
Plus daily compensation owing for each day of occupation starting April 24, 2026	\$49.48 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	