



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

File Number: LTB-L-020116-26

In the matter of: 608, 2975 ALBION RD N
OTTAWA ON K1V8S3

Between: Osgoode Properties Landlord

And

Chhab Alosman Tenant

Osgoode Properties (the 'Landlord') applied for an order to terminate the tenancy and evict Chhab Alosman (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

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

This application was heard by videoconference on May 14, 2026.

Only the Landlord's Legal Representative, Anne Skelly, attended the hearing.

As of 10:43 a.m., 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. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all of the disclosed circumstances in accordance with s. 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Ren is due on the first (1st) day of each month.

4. The Landlord's Legal Representative stated that the monthly rent is now \$1,965.99, effective April 1, 2026. The rent increased by \$70.99 per month as the parties agreed to add an additional parking spot to the tenancy agreement.
5. On February 9, 2026, the Landlord gave the Tenant an N8 notice of termination that same day. The notice of termination alleges that for the period from March 1, 2025 to February 1, 2026, the Tenant paid the rent late 11 out of 12 months and did not pay any rent for February 2026. At the hearing, the Landlord's Legal Representative confirmed that the details of the payment pattern stated in the N8 notice were correct.
6. The Landlord's Legal Representative stated that during the period from March 1, 2025 to February 1, 2026, the Landlord has served seven N4 Notices of Termination to the Tenant when they failed to pay the rent on time. The Landlord also sent the Tenant a letter on December 4, 2025, raising the issue of the Tenant's persistent late payment of rent.
7. After the N8 was served, the Landlord's Legal Representative stated that the Tenant has continued to pay the rent late every month. Rent for February 2026 was finally paid on February 13, 2026; rent for March 2026 was paid on March 6, 2026; rent for April 2026 was paid on April 6, 2026; and rent for May 2026 was paid on May 6, 2026.
8. Having considered the uncontested evidence before me, I am satisfied that the Landlord has proven the Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month and, from the period of time examined in the notice of termination, the rent was paid late 11 out of 12 months with one month unpaid. The Tenant has continued this payment pattern since the application was filed, paying the rent late for each subsequent month. There was no evidence to suggest any confusion as to when the rent was due, nor that the Landlord is complacent with late and/or piecemeal payments.

Daily Compensation:

9. The Tenant was required to pay the Landlord \$872.62 in daily compensation for use and occupation of the rental unit for the period from May 1, 2026 to May 14, 2026.
10. Based on the monthly rent, the daily compensation is \$62.33. This amount is calculated as follows: \$1,895.99 x 12, divided by 365 days.
11. The Landlord's Legal Representative confirmed that the Tenant is not in any arrears of rent as of the date of the hearing. Since the Tenant has paid the rent for May 2026 on May 6, 2026, no daily compensation is owing, and this portion of the application is denied.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. The Landlord collected a rent deposit of \$1,869.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$24.30 is owing to the Tenant for the period from October 1, 2025 to May 14, 2026.

Relief from Eviction:

14. Although the Tenant did not attend the hearing, the Landlord's Legal Representative requested that a conditional order be issued instead of eviction. The Tenant still manages to pay the rent, and the Landlord wishes to afford the Tenant the opportunity to try and preserve the tenancy.
15. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and the spirit of the legislation, I 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 tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall pay to the Landlord new rent in full on or before the first (1st) day of each month for the period commencing June 1, 2026 to May 1, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. 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.

May 20, 2026
Date Issued

Fotoula Hatzantonis
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.