



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

File Number: LTB-L-021100-26

In the matter of: 510-285 Loretta Ave. S.
Ottawa, ON K1S5A5

Between: District Realty in Trust Landlord

And

Barry Pickett Tenant

District Realty in Trust (the 'Landlord') applied for an order to terminate the tenancy and evict Barry Pickett (the 'Tenant') because the Tenant did not pay the rent owed (L1 Application).

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 (L2 Application)

This application was heard by videoconference on May 19, 2026.

Only the Landlord's Legal Representative, Al Martin attended the hearing.

As of 3:12 p.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:

L1 Application

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 \$2,200.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.

5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$11,000.00.
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 \$2,200.00 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 \$17.72 is owing to the Tenant for the period from December 31, 2025, to May 19, 2026.

Relief from Eviction – L1 Application

10. 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.

L2 Application

11. On March 5, 2026, the Landlord couriered the Tenant a Notice to End Tenancy at the End of the Term (N8 notice), deemed served on March 6, 2026, with a termination date set for December 31, 2026. The N8 notice claims the Tenant was at least 3 days late in paying rent for 4 out of 4 consecutive months between December 1, 2025, and March 31, 2026.
12. Rent is due monthly on the first day of the month. The payments for rent covering the period from December 1, 2025, to March 31, 2026, were paid as follows:
 - December 2025 was fully outstanding as of the hearing date.
 - 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.
13. Since the Tenant paid the rent late for more than 50 percent of the rental period from December 2025 to March 2026, I find that the Tenant has persistently paid the rent late.
14. Since the N8 notice was served the Tenant has paid the rent as follows:
 - April 2026 was fully outstanding as of the hearing date.
 - May 2026 was fully outstanding as of the hearing date.

Relief from Eviction – L2 Application

15. 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:**
 - \$11,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,386.00 if the payment is made on or before June 2, 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 2, 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 2, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$8,142.55. 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 \$72.33 per day for the use of the unit starting May 20, 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 2, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 3, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 2, 2026, then starting June 3, 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 3, 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 May 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.

May 22, 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 3, 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 May 31, 2026

Rent Owing to May 31, 2026	\$11,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$11,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 2, 2026

Rent Owing to June 30, 2026	\$13,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,386.00

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

Rent Owing to Hearing Date, May 19, 2026	\$10,174.27
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,200.00
Less the amount of the interest on the last month's rent deposit	- \$17.72
Total amount owing to the Landlord	\$8,142.55
Plus, daily compensation owing for each day of occupation starting May 20, 2026	\$72.33 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	