



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

File Number: LTB-L-033105-26

In the matter of: 6A-145 Marier Avenue
Ottawa ON, K1L5R9

Between: Tony Mikhael Landlord

And

John Nelson Tenant

Tony Mikhael (the 'Landlord') applied for an order to terminate the tenancy and evict John Nelson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 18, 2026.

The Landlord Tony Mikhael, Landlord's Agent Camil Mikhael, and the Tenant John Nelson attended the hearing.

Determinations:

1. At the hearing, the parties agreed that the rental unit address in the L1 application contained an error and should be correct to reflect the address as it appears on the N4 notice. Accordingly, the application is amended to reflect the correct rental unit address of "6A-145 Marier Avenue, Ottawa ON, K1L 5R9".
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 \$550.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$18.08. This amount is calculated as follows: \$550.00 x 12, divided by 365 days.
6. The Tenant has paid \$1,150.00 to the Landlord since the application was filed.
7. The rent arrears owing to June 30, 2026, are \$4,777.00. This was undisputed at the hearing.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Relief from eviction

11. The Tenant requested temporary relief from eviction for two additional months to move out. The Tenant stated that he suffers from anxiety and depression, does not wish to remain in the rental unit, and is having difficulty finding alternate housing. The Tenant did not propose a repayment plan and stated that he does not currently have money to pay the rent or the arrears, but will pay what he can.
12. The Landlord opposed the Tenant's request for relief and sought a standard voidable order terminating the tenancy unless the Tenant pays the lawful rent and the arrears.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. I have considered all of the circumstances, including the Tenant's stated anxiety and depression, his difficulty finding housing, and his intention to move out. However, the Tenant confirmed that he cannot currently pay the ongoing rent or the arrears, and did not provide a viable repayment proposal. Given the amount owing, the absence of any realistic plan to preserve the tenancy, and the prejudice to the Landlord if the tenancy continues without payment, I find it would not be unfair to refuse relief.

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:**
 - **\$4,963.00** if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- **\$5,513.00** if the payment is made on or before July 5, 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 July 5, 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 July 5, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord **\$4,738.44**. 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 \$18.08 per day for the use of the unit starting June 19, 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 July 5, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 6, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 5, 2026, then starting July 6, 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 6, 2026.

June 24, 2026
Date Issued

Kyle Anderson
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 January 6, 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 June 30, 2026

Rent Owing To June 30, 2026	\$5,927.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,150.00
Total the Tenant must pay to continue the tenancy	\$4,963.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 5, 2026

Rent Owing To July 31, 2026	\$6,477.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,150.00
Total the Tenant must pay to continue the tenancy	\$5,513.00

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

Rent Owing To Hearing Date	\$5,702.44
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$1,150.00
Total amount owing to the Landlord	\$4,738.44
Plus daily compensation owing for each day of occupation starting June 19, 2026	\$18.08 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	