



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

File Number: LTB-L-031613-26

In the matter of: 5, 1110 SOMERSET ST W
Ottawa ON K1Y3C8

Between: Tony Mikhael Landlord

And

James Jackson Tenant
Jack Mahoney

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

This application was heard by videoconference on June 16, 2026.

The Landlord's agent, Camil Mikhael, and the second-named Tenant, Jack Mahoney, attended the hearing.

Determinations:

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 \$911.78. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$29.98. This amount is calculated as follows: \$911.78 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 June 30, 2026, are \$7,197.56.
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 \$900.00 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 \$68.35 is owing to the Tenant for the period from March 23, 2023, to June 16, 2026.

Relief from Eviction:

10. 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 not be unfair to postpone the eviction until July 31, 2026, pursuant to subsection 83(1)(b) of the Act.
11. The Tenant, Jack Mahoney did not dispute the total amount owing. The Tenant testified that he began experiencing financial hardship in or around August 2025, after his roommate left the rental unit. He testified that from August 2025 to December 2025, he was receiving Ontario Works benefits and was not employed. The Tenant further testified that he has health issues and began receiving Ontario Disability Support Program (ODSP) benefits in June 2026. The Tenant proposed to pay the ongoing monthly rent, plus \$1,000.00 on the first day of each month and an additional \$300.00 between the 10th and 15th day of each month toward the arrears. He testified that he could make those additional payments for approximately seven months.
12. I am not satisfied that the Tenant's proposed payment plan is feasible. The Tenant testified that his monthly ODSP income is approximately \$1,200.00 and that he receives approximately \$190.00 per month in other benefits. The proposed payment plan would require the Tenant to pay the ongoing monthly rent plus \$1,300.00 per month toward the arrears. On the Tenant's own evidence, his current income is not sufficient to support that proposal.
13. However, I find that a brief postponement of the eviction is appropriate. The Tenant is 29 years old, has health issues, receives ODSP, and testified that he has no family or other support to assist him. He also testified that his caseworker may assist him in applying for eviction prevention funding, which may provide up to \$6,000.00 toward the arrears. Although there was no evidence that this funding has been approved or that payment is imminent, a short delay will provide the Tenant with a final opportunity to pursue that funding and determine whether the arrears can be addressed.
14. I have also considered the prejudice to the Landlord. The arrears are significant, and further delay will prejudice the Landlord. However, the postponement is limited in duration and does not impose the Tenant's proposed payment plan on the Landlord. In all of the circumstances, I find that postponing the eviction until July 31, 2026, appropriately balances the interests of both parties.

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:

- \$7,383.56 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$8,295.34 if the payment is made on or before July 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 July 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 July 31, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$5,983.11. 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 \$29.98 per day for the use of the unit starting June 17, 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 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before July 31, 2026, then starting August 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 August 1, 2026.

June 23, 2026
Date Issued

Joy Xiao
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 February 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 June 30, 2026

Rent Owing To June 30, 2026	\$7,197.56
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$7,383.56

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

Rent Owing To July 31, 2026	\$8,109.34
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,295.34

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

Rent Owing To Hearing Date	\$6,765.46
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$900.00
Less the amount of the interest on the last month's rent deposit	- \$68.35
Total amount owing to the Landlord	\$5,983.11
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$29.98 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	