



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

File Number: LTB-L-031895-26

In the matter of: 1109-1, 111 COOPER ST
OTTAWA ON K2P2E3

Between: Canadian Student Living Group LP Landlord

And

Pieme Tresor Tenant

Canadian Student Living Group LP (the 'Landlord') applied for an order to terminate the tenancy and evict Pieme Tresor (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 17, 2026.

The Landlord's Legal Representative, Sara Murtadha, and the Tenant 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 \$1,183.88. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$38.92. This amount is calculated as follows: \$1,183.88 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 \$7,887.17. The Tenant did not dispute the amount of the arrears.
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 \$1,100.00 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 \$15.63 is owing to the Tenant for the period from October 14, 2025 to June 17, 2026.

Section 83 Considerations:

10. The Tenant testified that he lost his job in October 2025 and when he found employment in March 2026, he asked the Landlord for a payment plan. The Tenant testified that the payment plan was accepted and he was supposed to make the first payment on April 11, 2026, however the application would not allow him to make a payment as the option had been disallowed by property management. The Tenant further testified that he went to the office in the residential complex and he was again told he was not allowed to make a payment. The Tenant did not submit any supporting evidence for this allegation. The Landlord's Legal Representative testified that the Landlord has reached out to the Tenant on several occasions to make a payment plan, however the Tenant has never signed and accepted a payment plan. The Landlord's Legal Representative also denied that property management prevented the Tenant from making payments on his rent and his rental arrears.
11. The Tenant testified that his monthly income is \$2,500.00 per month, and that his total expenses including rent are \$1,783.88 per month. When asked if the Tenant had the money available that he had intended to use to pay the arrears, the Tenant testified he does not have the full amount as he gave the money to his brothers. The Tenant proposed a payment plan of \$2,000.00 paid on June 26, 2026, \$816.12 paid on July 3, 2026, \$500.00 paid on July 10, 2026, and then \$500.00 per month on the 15th of each month for approximately 9 months. The Tenant did not submit any supporting documents to confirm his income or his ability to pay the arrears.
12. The Tenant testified that if he is evicted, he would have no where to live.
13. The Landlord's Legal Representative testified that the Landlord is seeking a standard 11-day eviction order and is no longer open to a payment plan as the Tenant has not engaged with the proposed payment plans offered.
14. 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 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.
15. I accept the Tenant's evidence that he will be able to make substantial payments towards the arrears by July 10, 2026 and that he will pay July 2026 rent, even though the Tenant has not submitted documentary evidence to support his oral testimony. I also accept the Tenant's oral testimony on his monthly income and expenses, and find that the tenancy and payment plan is viable. While the Landlord indicated that the Tenant had not accepted prior payment plans offered, the Landlord did not provide any evidence to show how they would be prejudiced by a payment plan, and in the absence of evidence, I find that the payment plan is reasonable. As a result, it would not be unfair to deny eviction subject to a

payment plan. If the Tenant does not pay the arrears in accordance with the payment plan, the Landlord can bring an application to evict him under section 78.

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 \$8,073.17 for arrears of rent up to June 30, 2026, inclusive of the filing fee.
3. The Tenant shall pay to the Landlord the amount in paragraph 2 of this order in accordance with the following schedule:
 - a. The Tenant shall pay to the Landlord \$2,000.00 on or before June 26, 2026;
 - b. The Tenant shall pay to the Landlord \$816.12 on or before July 3, 2026;
 - c. The Tenant shall pay to the Landlord \$500.00 on or before July 10, 2026;
 - d. Starting August 15, 2026 and ending April 15, 2027, the Tenant shall pay to the Landlord \$500.00 on or before the 15th day of the month;
 - e. On or before May 15, 2027, the Tenant shall pay to the Landlord the remaining balance of \$257.05.
4. Commencing July 1, 2026 and continuing until May 1, 2027, or until the arrears are paid in full, whichever date is earliest, the Tenant shall pay to the Landlord the lawful monthly rent on or before the first day of the month.
5. If the Tenant fails to comply with any of the conditions set out in paragraphs 3 and 4 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, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after June 30, 2026. The Landlord must make the application within 30 days of the breach of a condition. This application is made to the LTB without notice to the Tenant.

June 24, 2026
Date Issued

Allana McComb
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.