



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

Citation: Ottawa Community Housing Corporation v Champagne, 2023 ONLTB 60082

Date: 2023-08-31

File Number: LTB-L-042901-23

In the matter of: 914, 2651 REGINA ST
OTTAWA ON K2B8B5

Between: Ottawa Community Housing Corporation Landlord

And

Luc Champagne Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Luc Champagne (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

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 August 23, 2023.

Only the Landlord's Legal Representative, K. Dassylva, and the Landlord's Agent, B. BoisvertMarch attended the hearing.

As of 1:17 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.

The following witness testified on behalf of the Landlord:
Rejean Marion (RM) – Tenancy Support Worker

Determinations:

1. The Landlord's Legal Representative made arrangements with the Tenant's Case Worker, Susanne Filion, for the Tenant to have access to an office and equipment at the residential complex to be able to attend and participate in today's hearing.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord served a Notice to End Tenancy for Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit (N6 Notice) alleging that the Tenant has committed an illegal act at the residential complex pursuant to section 61 of the *Residential Tenancies Act, 2006* (the 'Act')
4. Section 61 of the Act states in part:
 - (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex. 2006, c. 17, s. 61 (1).
 - (2) A notice of termination under this section shall set out the grounds for termination and shall provide a termination date not earlier than,
 - (a) the 10th day after the notice is given, in the case of a notice grounded on an illegal act, trade, business or occupation involving,
 - (i) the production of an illegal drug,
 - (ii) the trafficking in an illegal drug, or
 - (iii) the possession of an illegal drug for the purposes of trafficking; or
 - (b) the 20th day after the notice is given, in all other cases.
5. The N6 Notice was served on the Tenant on April 26, 2023 and provided a termination date of May 26, 2023. I am satisfied that the N6 Notice was properly served in accordance with section 61 of the Act.
6. Based on the uncontested evidence before me, I find that the Tenant has committed illegal acts in the residential complex by physically shoving an employee of the Landlord and forcibly confining him and another tenant in an elevator on March 21, 2023.
5. RM, a Tenant Support Worker for the Landlord, testified that on March 21, 2023 he delivered a letter to the Tenant at his rental unit and discussed with him some issues regarding the Tenant's behaviour towards others on the property. After leaving, RM testified that he went to take the elevator to the lobby and while in the elevator, the Tenant appeared and blocked the elevator door from closing. RM also testified that the Tenant was acting very erratic and cursing loudly at him, then the Tenant shoved him twice as he was protecting another tenant that happened to be in the elevator at this time.

6. RM also testified that he attempted to call 911 while in the elevator but the call did not go through. RM testified that he felt trapped by the Tenant and was very concerned for the elderly tenant that was also in the elevator. RM stated that he was eventually able to diffuse the situation and the Tenant let the elevator door close so that the elevator could move.
7. RM further testified that once on the ground floor he went directly to the Resource Office. RM testified that some other tenants advised him that the Tenant was looking for RM and saying that he was going to get him.
8. RM, who has been in this profession for over 20 years and working for this Landlord for the last 6 years, testified as a result of this incident, he does not go to tenant's units anymore instead he only meets with them in the office at the residential complex. RM also testified that it took him approximately 4 weeks before he could return to this building.
9. Based on the Monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: $\$139.00 \times 12$, divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. There is no last month's rent deposit.
12. 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.
13. The Landlord's Agent stated that this incident has had a lasting impact on RM and all of the Landlord's employees. They have updated their safety planning and now ensure that there is double staff. She also stated that the Tenant just moved into the building March 1, 2023 and this incident occurred only 3 weeks into his tenancy. She stated that they are supportive housing provider and house people with various needs, however they must take this conduct very seriously.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 11, 2023.
2. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting September 1, 2023 until the date the Tenant moves out of the unit.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before September 11, 2023, the Tenant will start to owe interest. This will be simple interest calculated from September 12, 2023 at 6.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 11, 2023, then starting September 12, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

6. 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 September 12, 2023.

August 31, 2023

Date Issued

Lisa Del Vecchio
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 of the Tenant expires on March 12, 2024 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.