



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

Citation: Ottawa Community Housing Corporation v Gauvin, 2023 ONLTB 39729

Date: 2023-05-24 **File Number:**
LTB-L-022796-22-IN

In the matter of: 1608, 280 ROCHESTER ST
OTTAWA ON K1R7S4

Between: Ottawa Community Housing Corporation Landlord

And

Luc Gauvin Tenant

Interim Order

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

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises; and
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ottawa Community Housing Corporation (the 'Landlord') also applied for an order requiring Luc Gauvin (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 17, 2023.

Only the Landlord's legal representative, Laura Clark, attended the hearing.

As of 1:30 PM, the Tenant was not present or represented at the hearing although properly

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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:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. As a result, the tenancy is terminated.
2. The balance of the application with respect to compensation for damages and use and occupation of the rental unit beyond the termination date is adjourned. The Tenant shall keep the Board updated with respect to his address so that he may receive the next Notice of Hearing.
3. On October 27, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination alleges that the Tenant tampered with and disconnected the heat detector in the rental unit connected to the building's fire safety system.
4. I am satisfied, based on the uncontested evidence before me on a balance of probabilities, that the Tenant seriously impaired the safety of the other tenants in the residential complex by tampering with and disconnecting the heat detector in the rental unit connected to the building's fire safety system. I also find that this warrants termination of the tenancy.
5. On October 27, 2022, the Landlord also gave the Tenant an N5 notice of termination. The notice of termination alleges that the Tenant damaged the rental unit as follows: broke the apartment door and the bedroom door, removed multiple cabinet doors, damaged flooring, multiple holes punched into the drywall, wrote on the walls, broke closet doors, and damaged the heat sensor.
6. I am satisfied, based on the uncontested evidence before me on a balance of probabilities, that the Tenant damaged the rental unit as itemized in the N5 notice of termination and that this damage warrants termination of the tenancy.
7. 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.

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 May 29, 2023.
2. If the unit is not vacated on or before May 29, 2023, then starting May 30, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 30, 2023. The Sherrif is requested to expedite the enforcement of this order.

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4. The Board shall schedule a hearing before me with respect to the remainder of the Landlord's application regarding compensation for damage and use of the rental unit beyond the termination date.

May 24, 2023
Date Issued

Richard Ferriss

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 November 30, 2023 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.