



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

**Citation:** Ottawa Community Housing Corporation v Morrissette, 2023 ONLTB 29883

**Date:** 2023-04-21

**File Number:** LTB-L-050000-22

**In the matter of:** 2307, 415 MACLAREN ST  
OTTAWA ON K2P2C8

**Between:** Ottawa Community Housing Corporation Landlord

**And**

Lisa Morrissette Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lisa Morrissette (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 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 March 30, 2023.

Only the Landlord's Legal Representative Gabriel Cormier and an Agent Susan Diggon attended the hearing.

As of 9:22 a.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.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the Tenancy shall be terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.

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3. On July 27, 2022, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
  - a. On February 4, 2022 during a unit inspection the unit was found to be “extremely cluttered, in poor condition and lacking egress” being full of debris. The balcony was also piled high with contents and had dog feces and urine. There was also evidence of smoking although the lease agreement specifies that this is a nonsmoking unit.
  - b. On March 31, 2022, you denied access for a follow-up inspection.
4. The Tenant did not stop the conduct or activity correct the omission within seven days after receiving the N5 notice of termination. The unit was not decluttered or cleaned up. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. On July 27, 2022, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:
  - a. On May 14, 2022, the Tenant has committed an illegal act in the residential complex of assault by physically assaulting another tenant by “spitting” on that other tenant.
  - b. On February 4, 2023. During a unit inspection, it was discovered that the Tenant had committed an illegal act in the rental unit by removing the smoke detector and tampering with it contrary to the *Fire Code*.
6. It was uncontested that access to the rental unit continues to be denied to the Landlord.
7. It was uncontested based on photographic evidence of photos taken from the next-door balcony on the 23<sup>rd</sup> floor that the Tenant’s Balcony remains piled high with bins, debris, and bicycles. The photos show that but for the existing pigeon netting, it is likely that something would have fallen off or have been blown off the balcony.
8. It was uncontested that during an inspection on July 28, 2022 that there had not been a significant improvement in decluttering rental unit, and creating a safe egress route. Since that time the Tenant has been denying access. Out of an abundance of caution and personal safety due to the presence of two large dogs the Landlord would not enter the property if the Tenant did not answer the door.
9. It was uncontested that the Tenant smokes in the rental unit, and that by tampering with the smoke alarm and removing it this puts the Tenant and all other occupants at increased risk

in the event of a fire. This was of particular concern for the Landlord as this unit is located on the 23<sup>rd</sup> floor.

10. It was uncontested based on the testimony and security video footage that the Tenant assaulted another tenant by spitting on them.
11. I am satisfied based on the uncontested evidence that the Landlord has proven that the Tenant has substantially interfered with the lawful rights, privileges and interests of the Landlord. Further, I am also satisfied that the Tenant has committed an illegal act in the rental unit.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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13. The Landlord submitted that they have made significant efforts to try to work with the Tenant to assist, to find a means to deal with the issues of clutter and safety, but that all efforts are rebuffed or refused. As a result, the Landlord is seeking an eviction.
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 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 2, 2023.
2. If the unit is not vacated on or before May 2, 2023, then starting May 3, 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 3, 2023.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2023, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2023 at 6.00% annually on the balance outstanding.

**April 21, 2023**

**Date Issued**

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Robert Patchett

Vice Chair, 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 3, 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.

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