



**Order under Section 69 / 88.1  
Residential Tenancies Act, 2006**

**Citation:** Ottawa Community Housing Corporation v Rideout, 2023 ONLTB 14293

**Date:** 2023-01-06

**File Number:** LTB-L-055280-22

**In the matter of:** 309, 380 SOMERSET ST W  
OTTAWA ON K2P2R2

**Between:** Ottawa Community Housing Corporation Landlord

**And**

Roger Rideout Tenant

2023 ONLTB 14293 (CanLII)

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Roger Rideout (the 'Tenant') because the Tenant has seriously impaired the safety of any person and the act or omission occurred in the residential complex; and the Tenant used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

This application was heard by videoconference on January 4, 2023.

The Landlord's Legal Representative, Laura Clark, the Landlord's Agent, Kathy Bartkowski, and the Landlord's witnesses, Fahmi Chamson, Norm Labillois and Roxanne Desy, attended the hearing.

As of 1:28 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.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. There are 6 floors containing 100 units in the residential complex. The Tenant lives on the third floor.
3. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

4. On September 21, 2022, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:

### Serious Impairment of Safety

5. The Landlord's witness, Fahmi Chamson, who is a Community Safety Worker with the Ottawa Community Housing Corporation, testified about an incident that took place on September 11, 2022. Mr. Chamson explained the Tenant had caused a fire in his rental unit. The Fire Department found an electric scooter in the bathtub on fire and put it out. There were also 12 to 14 car or electric scooter batteries, 3 blow torches and 3 electric bikes inside this one-bedroom apartment. The Fire Department also discovered that the Tenant had disconnected the smoke detector and taped over the heat sensor in the Tenant's unit that connects to the building wide fire panel system.
6. The Landlord's Legal Representative added that the Tenant has seriously impaired the safety of every other tenant living in this 100-unit rental complex. The Landlord's Legal Representative presented into evidence a copy of the incident report and pictures which illustrated the fire issue, all of the batteries and equipment present, as well as the Tenant's tampering with the smoke detector and heat sensor.

### Inconsistent Use

7. The Tenant has used the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and has caused significant damage.
8. The Landlord's Legal Representative presented pictures which show that the Tenant has been using the rental unit to store, repair and sell electric scooters and scooter batteries. These parts are flammable and dangerous to have in an apartment building. The presence of multiple blow torches as well as the Tenant having altered the fire protection system in the rent unit clearly demonstrate a complete lack of care for health and well-being of the other tenants in the residential complex. The Landlord's Legal Representative added that the building management has sent multiple letters, between July and September 2022, to the Tenant due to the many complaints about this Tenant and his actions. The Tenant has refused to change his behaviour.
9. Due to the conduct of the Tenant, the Landlord's Legal Representative is requesting that the Board end this tenancy in order to protect the other tenants in the building.

### 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
11. The Tenant presents a serious impairment to the safety of every other person living in the rental complex due to his tampering with the fire protection equipment in the building as well as his storage and use of flammable materials in the rental unit. Therefore, this tenancy is no longer tenable and must end.
12. This order contains all of the reasons in this matter and no further reasons shall be issued.

**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 **January 11, 2023**.
2. If the unit is not vacated on or before January 11, 2023, then starting January 12, 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 January 12, 2023. The Sheriff is requested to expedite the enforcement of this order.

**January 6, 2023**

**Date Issued**

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Michael Di Salle

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 July 12, 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.