



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-066898-25

In the matter of: 315, 506 BRONSON AVE
OTTAWA ON K1R6J9

Between: Ottawa Community Housing Corporation Landlord

And

Fahmi Saeed Al Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Fahmi Saeed Al (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 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.

This application was heard by videoconference on November 20, 2025.

Only the Landlord's Legal Representative Gabriel Cormier and the Landlord's Agent Brandon Crerar attended the hearing.

As of 10:48am, 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 is terminated effective January 13, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 20, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination both deemed served on June 25, 2025. The notice(s) of termination contains the following allegations: That on June 17, 2025, the Tenant threatened another Tenant with a knife and repeatedly stabbed their door. The N6 and N7 alleges that the Tenant was subsequently arrested for assault with a weapon.
4. The Tenant has committed an illegal act in the residential complex assaulting another resident with a weapon.
5. The Tenant has seriously impaired the safety of the resident in unit 313, and themselves, by doing committing assault with a weapon. This conduct occurred in the residential complex.
6. A witness for the Landlord Norman Labillois testified at the hearing, he is a tenancy support worker for the Landlord. He testified that on June 17, 2025, he received an email that there had been an assault on the third floor of the complex involving the Tenant of unit 315. He then called and was informed that it had been a serious assault, by the time he attended the scene the police had come and gone.
7. He spoke to the Tenant of unit 313, who informed him that he had heard loud banging and come outside to find the Tenant, who ran towards him with a knife and said that he was going to kill him. The Tenant began making holes in the door of unit 313 and the wall with his knife and repeating that he was going to kill the Tenant of 313. The Tenant of 313 informed the witness that after the Tenant left, he went downstairs and asked for police to be called.
8. The witness testified that the attack left holes the wall and drops of blood on the floor. He testified that the blood belonged to the Tenant and not the resident of unit 313, who was not physically injured in the attack.
9. He testified that the Tenant was charged with assault with a weapon, but he was not aware of the status of the charges.

Analysis

10. While the Landlord did not summons anyone who witnesses the attack itself, or with direct firsthand knowledge of the assault, the Landlord's evidence was uncontested by the Tenant and I am satisfied that the testimony of the Landlord's witness, in conjunction with the photographs of the holes made by the knife, and the blood, are sufficient to satisfy me that the Tenant committed an assault on June 17, 2025 as described by the Landlord's witness.
11. I am satisfied that this constitutes an illegal act, as the Tenant has committed assault with a weapon within the complex. I am also satisfied that it has seriously impaired the safety of the resident of unit 313, who could foreseeably have been harmed during the attack. Additionally, I find that this has seriously impaired the safety of the Tenant, who clearly cut himself during the attack.
12. Therefore, I am satisfied that the Tenant has both committed an illegal act, and seriously impaired the safety of others and himself within the residential complex.

13. The Tenant was required to pay the Landlord \$1,862.48 in daily compensation for use and occupation of the rental unit for the period from July 20, 2025 to November 20, 2025.
14. Based on the monthly rent, the daily compensation is \$15.02. This amount is calculated as follows: \$457.00 x 12, divided by 365 days.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.
17. 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. The Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. Considering all the circumstances, I am satisfied that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. Given the serious nature of the assault, and the potential for harm I am not satisfied that any delay is appropriate.

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 13, 2026.
2. If the unit is not vacated on or before January 13, 2026, then starting January 14, 2026, 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 14, 2026. ; The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$1,862.48, which represents compensation for the use of the unit from July 20, 2025 to November 20, 2025.
5. The Tenant shall also pay the Landlord compensation of \$15.02 per day for the use of the unit starting November 21, 2025 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$2,048.48.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 14, 2026 at 4.00% annually on the balance outstanding.

January 8, 2026
Date Issued

Reid Jackson
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 14, 2026 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.