



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Ottawa Community Housing v Pryce, 2026 ONLTB 1757

Date: 2026-01-07

File Number: LTB-L-022736-25-RV

In the matter of: I, 1797 RUSSELL RD
OTTAWA ON K1G0N1

Between: Ottawa Community Housing Landlord

And

Phillip Pryce Tenant

Review Order

Ottawa Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Phillip Pryce (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was resolved by order LTB-L-022736-25 issued on June 4, 2025. Only the Landlord's agent attended the original hearing on May 27, 2025.

On November 23, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On November 24, 2025, interim order LTB-L-022736-25-RV-IN was issued, staying the order issued on June 4, 2025.

This review was heard by videoconference on December 18, 2025.

The Landlord's witness, Allysa Cousineau, the Landlord's representative, Laura Clark and the Tenant attended the hearing.

Determinations:

1. For the following reasons, the Tenant's request to review order LTB-L-022736-25 issued on June 4, 2025 is denied.
2. By way of background, the Landlord's representative stated that the Tenant was evicted from the unit on October 29, 2025 by the Sheriff for non-payment of rent. She said that the Tenant had lost his housing subsidy in September 2024 because he had been absent from the unit for over sixty (60) days. The Tenant stated that he was not aware that his housing subsidy had been cancelled or that he was in arrears of rent.

3. The Landlord produced a Tenant Notepad Summary Report [Doc 6967078, pages 25-32] which details all communications with the Tenant throughout his tenancy. The Landlord's representative submitted that page 30 of that report confirms that A. Choquette (a tenant support worker) had a discussion with the Tenant on February 28, 2025 about his loss of subsidy and rent arrears. The Tenant stated that he did not recall that conversation.
4. The Landlord produced letters dated November 20, 2024, January 20, 2025 and March 19, 2025 [Doc 6967078, pages 2-4], which letters advised the Tenant that the Landlord was seeking to terminate his tenancy for non-payment of rent. The Tenant denied receiving copies of those letters.
5. The Tenant testified that he did not receive the notice of hearing. He stated that the rental unit is located in a townhome and that residents share a common, unlocked mailbox. He stated that other residents do not like him and that sometimes he finds his mail thrown on the floor below the mailbox. He stated that he verbally told the Landlord about issues with his mail.
6. The Landlord's witness, Allysa Cousineau ('AC') testified that she hand-delivered the Notice of Hearing to the Tenant on March 31, 2025 by placing it between the unit entry door and the screen door. She stated that if the Tenant opened either door, the envelope would come to the Tenant's attention. The Tenant denied receiving this envelope.
7. On the basis of the evidence before me, I find it more likely than not that the Tenant received the Notice of Hearing. While the Tenant insinuated that other residents were discarding his mail from the common mailbox, he did not produce any documentary evidence, such as photographs of his discarded mail, nor any witnesses to corroborate his testimony that other residents were removing his mail from the mailbox and throwing it on the floor.
8. While the Tenant denied receiving the Notice of Hearing that had been placed in his mailbox, AC attended the hearing and described how she placed a copy of the Notice of Hearing between his unit entry door and screen door. The Tenant did not allege that anyone had opened his door and removed the package. I find it more likely than not that the Tenant received the Notice of Hearing and as such, I am not satisfied that the Tenant was not reasonably able to participate in the hearing.
9. Therefore, the Tenant's request to review order LTB-L-022736-25 issued on June 4, 2025 is denied.

Lifting the stay

10. The Tenant stated that he did not want to return to the unit, but rather wanted the Landlord to provide him with a one-bedroom unit.
11. Despite the Board's interim order issued on November 24, 2025 stating that the Landlord could not to rent the unit to anyone else in the absence of hearing or Board order, the Landlord's representative confirmed that the Landlord had rented the unit to another tenant on December 5, 2025. She provided no reasonable explanation as to why the Landlord contravened the Board's interim order.

12. While I have no jurisdiction to order the Landlord to rent another unit to the Tenant, the Landlord's actions in contravening the Board's interim order gives rise to a potential application by the Tenant should he choose to do so.
13. In the circumstances, there is no reason to delay lifting the stay of order LTB-L-022736-25 issued on June 4, 2025.

It is ordered that:

1. The request to review order LTB-L-022736-25 issued on June 4, 2025 is denied. The order is confirmed and remains unchanged.
2. The interim order issued on November 24, 2025 is cancelled. The stay of order LTB-L-022736-25 is lifted immediately.

January 7, 2026

Date Issued

Karen Gonçalves

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.