



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: Ottawa Community Housing Corporation v English, 2026 ONLTB 2547

Date: 2026-01-08

File Number: LTB-L-068556-25-AM

In the matter of: 1204, 1455 HEATHERINGTON RD
OTTAWA ON K1V8Z3

Between: Ottawa Community Housing Corporation Landlord

And

Earl English Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Earl English (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 amended order is issued to correct a clerical error in the original order issued on January 7, 2026.

This application was heard by videoconference on November 24, 2025.

Only the Landlord's legal representative Laura Clark, Landlord's agent Jamie Ladouceur, and Landlord's witnesses David Mackay Perry and Brandon Kelly attended the hearing.

As of 9:20 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 and the claim for compensation in the application. Therefore, the tenancy between the Landlord and the Tenant is terminated effective January 17, 2026 January 12, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 14, 2025, the Landlord gave the Tenant both an N6 notice of termination (Illegal Act) and an N7 notice of termination (Serious Impairment of Safety). The notices of termination contain the same allegation: on May 9, 2025, the Tenant answered the door for pest control technicians with a gun pointed at them.
4. The Tenant has committed an illegal act in the rental unit by pointing a firearm at employees of the Landlord. Although criminal charges are not required for a finding that an illegal act was committed, in his case the Landlord submitted that the Tenant was criminally charged with assault with a weapon and that the Landlord was informed that this was in violation of a probation order and a firearms prohibition.
5. The Tenant has seriously impaired the safety of the Landlord's employees by pointing a firearm at them when they attended the rental unit for pest control. This conduct occurred in the residential complex. The Tenant has also seriously impaired the safety of the other tenants in the residential complex by having a firearm contrary to a weapons prohibition.
6. The Landlord's witness David Mackay Perry (DMP) is an integrated pest management worker for Ottawa Community Housing. He testified that on May 9, 2025 he and Landlord's witness Brandon Kelly knocked on the door of the Tenant's rental unit to carry out cockroach and bedbug treatment. The Tenant answered the door with a gun drawn and pointed at them approximately two feet away. He put down the gun and apologized when he realized they were the Landlord's employees. DMP stated that they told him they would come back, they walked away, and then immediately called police. The Incident Investigation Forms that he and the other witness completed immediately after the incident were entered into evidence (DOC 6780519).
7. DMP testified that approximately 50 officers attended the residential complex and the street was cordoned off. DMP testified that he still works at the residential complex but because of the incident, he feels very uneasy when he knocks on a tenant's door and always feels concerned about safety. His day-to-day life has changed, and he now stands to the side of the door with his equipment in front of him.
8. Brandon Kelly (BK) is also an integrated pest management worker for Ottawa Community Housing. He confirmed that in accordance with a Notice of Entry for pest control, he and DMP went to the unit and the Tenant answered with a gun drawn and pointed at them. He confirmed that multiple police cruisers attended the residential complex, the streets and entrances were blocked, and many tenants were quite upset as it was the end of the school day and school bus access was restricted due to the incident. BK stated that the incident impacted him significantly, and he approaches rental units with more caution and anxiety, knocking, then stepping aside to distance himself.

9. Jamie Ladouceur (JL) is the property manager for the residential complex building and community. The residential complex is a high rise building of 242 units in a community of about 200 townhouse units with two to five bedrooms. Many families with children live in the community. JL was not at the building at the time of the incident and could not get to it because the streets were closed. He does not believe that the Tenant is residing in the rental unit, but as of October 17, 2025, the Tenant's belongings were in the unit. JL stated that the incident had a massive impact on tenants and staff and was very stressful.

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. This was a very serious incident that could have ended in serious injury or death. In *Metropolitan Toronto Housing Authority v. Pennant*, 1991 CanLII 8343 (ON SC) the Court emphasized that "a landlord has a particular responsibility to ensure that its housing units are safe and as free of crime as practicable. The safety of the public and the seriousness of the alleged illegal act are decisive factors."
12. Hundreds of people, including families with children, reside in the residential complex. It is obvious that the possession of a firearm by an individual who is legally prohibited from having one poses a danger to the Landlord's employees and the other tenants. The Tenant pointed the firearm without provocation at employees who were attempting to do their jobs. The consequences of this act could have been much more serious had the Tenant fired the weapon. The incident resulted in a very serious and public police response which caused people to be fearful.

Daily compensation, NSF charges, rent deposit

13. The Tenant was required to pay the Landlord \$2,669.76 in daily compensation for use and occupation of the rental unit for the period from September 14, 2025 to November 24, 2025.
14. Based on the monthly rent, the daily compensation is \$37.08. This amount is calculated as follows: \$1,128.00 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.

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 12, 2026.
2. The Tenant shall pay to the Landlord \$2,669.76, which represents compensation for the use of the unit from September 14, 2025 to November 24, 2025.

3. The Tenant shall also pay the Landlord compensation of \$37.08 per day for the use of the unit starting November 25, 2025 until the date the Tenant moves out of the unit.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$2,855.76.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 13, 2026 at 4.00% annually on the balance outstanding.
7. If the unit is not vacated on or before January 12, 2026, then starting January 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 13, 2026. **The Sheriff is requested to expedite the enforcement of this order.**

January 7, 2026

Date Issued

Margo den Haan

Member, Landlord and Tenant Board

January 8, 2026

Date Amended

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 13, 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.