



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

File Number: LTB-L-026027-25

In the matter of: 2, 328 BESSERER ST
OTTAWA ON K1N6B5

Between: TOUCHAN MANAGEMENT Landlord

And

CHRISTOPHER LYNN Tenants
SAMANTHA LYNN

TOUCHAN MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTOPHER LYNN (CL) and SAMANTHA LYNN (SL) (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on January 7, 2026.

Only the Landlord, Angela Caron, attended the hearing.

As of 9:37 a.m., the Tenants were not present or represented at the hearing although properly served with notice of this hearing by the LTB. SL contacted the Landlord just prior to the hearing to indicate that she would be unable to attend. 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 as detailed below.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On March 14, 2025, the Landlord gave the Tenants an N7 notice of termination. The notice of termination contained allegations that the Tenant CL had assaulted another tenant in the rental unit on several occasions in 2023 and 2024.

4. The Landlord testified that:

- a) On July 7, 2023, Tenant CL was arrested and later convicted of domestic violence for choking SL;
- b) On July 17, 2024, Tenant CL was arrested again for assaulting Tenant SL in the rental unit;
- c) On October 4, 2024, Tenant CL was arrested again for domestic violence involving choking Tenant SL, uttering death threats and causing mischief. He was incarcerated and a no-contact order was put into place;
- d) On June 20, 2025, Tenant CL was released. He presented himself at the rental unit and threatened Tenant SL, whereupon he was re-arrested. He has been incarcerated since this occurrence. Tenant CL has an upcoming trial date of March 26, 2026; and
- e) She believes that Tenant CL's actions constitute a serious impairment of safety and that he has a clear and documented pattern of offences over an extended period of time.

5. The Tenants did not attend to dispute any of the Landlord's evidence.

Applicable Law

6. The N7 notice was served under section 66 of the Act which states:

66(1) A landlord may give a tenant notice of termination of the tenancy if,

- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
- (b) the act or omission occurs in the residential complex.

Analysis

- 7. I am satisfied that, based on the Landlord's uncontested evidence, on a balance of probabilities, that Tenant CL has seriously impaired the safety of a person in the residential complex through his alleged assaults against Tenant SL.
- 8. The Landlord provided clear and cogent evidence regarding the alleged offences committed by Tenant CL against Tenant SL.
- 9. In order to terminate a tenancy and evict for impairing the safety of any person, I must believe that the effect or potential effect of the act or omission threatened the well-being of an individual to such a degree that the termination of the tenancy is reasonable to ensure the safety of others. The Landlord has proven that Tenant CL seriously impaired the safety of another person and that this conduct occurred in the residential complex.

Compensation

10. The Landlord collected a rent deposit of \$1,550.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$104.61 is owing to the Tenants for the period from March 10, 2023 to January 7, 2026.
11. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenants are required to pay.

Relief from eviction

12. 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.
13. As noted above, the Tenants did not attend the hearing and did not present evidence on this issue and the Landlord was unaware of any circumstances that would favour refusal or postponement of eviction.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before January 20, 2026.
2. If the unit is not vacated on or before January 20, 2026, then starting January 21, 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 21, 2026.

January 15, 2026
Date Issued

Curtis Smith
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 Tenants expires on July 21, 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.