



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing Corporation v Awada, 2026 ONLTB 4893

Date: 2026-01-15

File Number: LTB-L-051907-25

In the matter of: 605, 251 DONALD ST
OTTAWA ON K1K4B7

Between: Ottawa Community Housing Corporation Landlord

And

Ali Awada Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Awada (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

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

Only the Landlord's legal representative Chris Hall and the Landlord's agent Brent Chisholm attended the hearing.

As of 9:37 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 Tenant's tenancy is terminated and he must vacate the rental unit. He must also compensate the Landlord for the cost of repairing the damage he wilfully or negligently caused to the residential complex.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On April 29, 2025, the Landlord gave the Tenant an N5 notice of termination (the 'N5 Notice'). The notice of termination contains the following allegations:
 - On or about February 12, 2025, the Landlord responded to a flood determined to be originating from the Tenant's rental unit. The Landlord determined that the flood was caused by obstructed drains and running taps in the Tenant's bathroom and kitchen sinks.
 - On or about March 10, 2025, the Landlord responded to a maintenance request regarding block sinks in the rental unit and maintenance staff reported significant damage to the drywall, electrical components, fire safety equipment, and bathroom of the rental unit.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act). Therefore, the Tenant did not void the N5 notice of termination in accordance with s. 62(3) of the *Residential Tenancies Act, 2006* (Act).
5. Mr. Brent Chisholm, a Property Manager for the Landlord, testified at the hearing. He testified about the events detailed in the notice and confirmed the accounts were provided by maintenance staff who attended the rental unit in response to the February 12 and March 10 incidents. Mr. Chisholm's testimony was supported by the Landlord's documentary evidence with respect to the tenancy, including the maintenance history of the Tenant's rental unit.
6. I am satisfied on a balance of probabilities that the Tenant has wilfully or negligently damaged the rental unit as reported in the N5 Notice.
7. The Landlord has incurred reasonable costs of \$2,616.87 to repair the damage. The following invoices were submitted by the Landlord in support of this claim:
 - A \$1,278.03 invoice dated February 20, 2025, from Lacasse Building Solutions for water mitigation services relating to the February 12, 2025 incident.
 - A \$652.01 invoice dated March 8, 2025, from Lacasse Building Solutions for repairs to the bathroom of the unit below the Tenant's unit, which was damage as a result of the Tenant's conduct on February 12, 2025.
 - A \$196.80 invoice dated March 10, 2025, from Capital City Plumbing and Drain for a plumbing attendance to the rental unit on that date.

- A \$259.97 invoice dated March 24, 2025, from Imperial Electric, relating to the damage observed during the March 10 inspection.
8. The invoices included total to \$2,386.81. The Tenant shall pay this amount to the Landlord in compensation for the costs proven at the hearing.
 9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 10. There is no last month's rent deposit.
 11. 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.
 12. The Landlord provided evidence that the Tenant's conduct has continued, and the condition of the rental unit continues to deteriorate. A security report dated July 12, 2025 was submitted. Police attended the unit because the Tenant or a guest were throwing heavy objects out of his sixth-floor window. This report includes statement from witnesses.
 13. The condition of the rental unit was assessed by the Landlord as part of its investigation into the incident. Several photographs submitted by the Landlord show the extent of the damage that took place in the Tenant's rental unit. Several photos show exposed wiring protruding from the wall. One photograph shows what appears to be damage caused by a small electrical fire near one of the outlets that was removed from the walls of the rental unit.
 14. I do not believe this Tenant is likely to comply with a conditional order pursuant to subsections 83(1)(a) and 204(1) of the Act. His conduct reflects a repeated pattern of disregard for the state of his rental unit or the safety of other residents of the residential complex. This tenancy is not sustainable and must end.
 15. The Landlord was not aware of any circumstances that would justify relief in this case.
 16. The Tenant did not attend the hearing to speak to his own circumstances.

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 26, 2026.
2. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 27, 2026.
4. The Tenant shall pay to the Landlord \$2,386.81, which represents the reasonable costs of repairing the damage to the residential complex.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. The total amount the Tenant must pay the Landlord is \$2,572.81.
7. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.

January 15, 2026
Date Issued

Jeremy Henderson
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 27, 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.