



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-062588-25

In the matter of: 206, 215 WURTEMBURG ST
OTTAWA ON K1N 8T1

Between: Ottawa Community Housing Corporation Landlord

And

Jessica Novack Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Novack (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully 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 scheduled for a merits hearing, via video conference, on January 13, 2026 and was mediated by Susan Parsons, a Dispute Resolution Officer/Hearings Officer with the Landlord and Tenant Board. The Tenant attended and was represented by Navraj Kaushik. The Landlord's Legal Representative, Chris Hall, also participated.

The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

Agreed Facts:

- a. The Tenant acknowledges that they will not have access to the rental unit from February 1-April 1, 2026, and the locks will be changed to ensure the unit is secure. The Tenant has until January 31, 2026, to retrieve items prior to the repairs starting.
- b. The Tenant will continue to have access to their mailbox located in the lobby of the apartment building.

On consent of the parties, it is ordered that:

1. The Tenant shall vacate the rental unit and shall not enter the unit from February 1-April 1, 2026, so that repairs can be completed.
2. The Tenant shall obtain liability insurance and provide a copy of this insurance to the Landlord on or before April 1, 2026.
3. The Tenant shall pay \$40 000.00 to the Landlord which represents damages to the rental unit. This amount shall be paid as follows: Commencing April 1, 2026, the Tenant shall pay \$150.00 on or before the first (1st) day of each and every month until the amount owing is paid in full.
4. The Tenant, any guests and/or occupants of the rental unit shall not smoke in the rental unit or within the residential complex.
5. The Tenant, any guests and/or occupants of the rental unit shall not cause any negligent or wilful damage in the rental unit or within the residential complex.
6. **If the Tenant fails to meet the terms, as per paragraphs 1 – 5 in this Order, the Landlord may apply under section 78 of the Residential Tenancies Act, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's failure to meet this term.**
7. The landlord shall waive the \$186.00 application filing fee.

January 15, 2026

Date Issued

Susan Parsons

Hearings Officer, 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.