



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing Corporation v Gibeault, 2026 ONLTB 5718

Date: 2026-01-19

File Number: LTB-L-098502-24

In the matter of: 410, 500 ST. LAURENT BLVD
OTTAWA ON K1K4M5

Between: Ottawa Community Housing Corporation Landlord

And

Kim Gibeault Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kim Gibeault (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 claimed compensation for each day the Tenant remained in the unit after the termination date.

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 16, 2025.

Only the Landlord's agent, B. Chisolm, and the Landlord's legal representative, G. Cormier, attended the hearing. The Landlord's witness, M.A. Gentes-Halliwushka also attended the hearing.

As of 9:42 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 10, 2024, the Landlord mailed the Tenant an N5 notice of termination, deemed served on October 15, 2024. The notice of termination alleged that on various dates in April, May, August and September 2024, the Tenant created excessive noise in the residential complex, and that on September 15, 2024, she brandished a knife at the Landlord's staff. It also alleged that there was a water leak in the Tenant's unit that she did not report, and it escalated to cause damage on four floors of the residential complex. As a result of the flooding, the Landlord inspected the rental unit and found other damage to doors, walls, and stove. The Landlord requested \$17,058.86 reimbursement from the Tenant to repair the damage and void the N5 notice of termination.
4. The Landlord's evidence is that the Tenant did not pay anything towards the repairs, and therefore she failed to void the N5 notice.

Flood:

5. The Landlord's agent, B. Chisolm (BC) said that a flood occurring on September 2, 2024, originated in the Tenant's rental unit, and the Landlord only discovered it because a neighbour called in the emergency. He said that the leaks were traced back to the Tenant's rental unit. When attending to the flood, he said the Landlord found the Tenant was at home but failed to report the leaks to the Landlord. He said that the Tenant's failure to report the problem exacerbated the situation. He submitted into evidence a detailed report of what happened on that day. The report states that the flood source was the Tenant's toilet which was blocked and continuously overflowing, but the Tenant failed to report it. It led to a flooding all over the residential complex. He also submitted into evidence an invoice from Lacasse Building Solutions for attending to an emergency water loss. They state that they extracted excess water and disinfected affected areas. They also set up drying equipment in a few units, including the Tenant's rental unit. The total amount for this was \$3,838.65, for which the Landlord requests reimbursement from the Tenant.

Unit Damage:

6. BC said that after he inspected the unit on September 11, 2024, after the flood, they found various types of damage in the rental unit, including to a closet door, doors that needed to be replaced, holes in drywall, and damage to kitchen cabinets. He submitted into evidence an estimate dated September 24, 2024, from GC Construction. The total for the repair was \$13,220.21, for which the Landlord requests reimbursement from the Tenant. He also submitted photos taken on October 22, 2024, the week of voiding for the N5 notice of termination, that depicted large holes in the walls and ceiling, graffiti all over the walls, and door damage.

7. BC said that the Landlord's employees attempted to discuss the damage and the issues with the Tenant on multiple occasions, but she was never available.

Tenant's Behaviour:

8. The tenancy support worker for the Landlord. M.A. Gentes-Halliwushka (MAGH) helps tenants maintain their tenancy, and she is familiar with the Tenant. She said that she did not personally experience many of the security incidents with the Tenant, but she received the reports and she followed up. She submitted into evidence one of the most serious reports, about an incident that occurred on September 15, 2024. The report stated that a security officer was on the scene of the residential complex, and he noted the Tenant exiting a stairwell while in possession of two knives, one of which was in her hand. The report stated that the security officer de-escalated the situation by getting the Tenant to disarm by talking to her.
9. MAGH said that she followed up the report of September 15, 2024, by knocking on the Tenant's door, but she did not answer. She said that she then arranged an inspection with the property manager on September 26, 2025, but the Tenant was not there. She said that she also attended with BC on September 11, 2025, after the floor, but the Tenant was not present.
10. MAGH said that she also received a number of noise complaints about the Tenant. She submitted into evidence a report about a complaint from April 19, 2024, when music was playing very loudly from the Tenant's unit. The safety officer who wrote the report said that the Tenant refused entry, and he had to tell her to turn down the noise through the door. MAGH said that she managed to speak to the complainant, and the complainant and other neighbours were very angry about the ongoing noise issue with the Tenant.
11. MAGH said that she has received a number of noise complaints about the Tenant in the last month, and the problem is ongoing. She testified about a noise complaint she received a few days prior to the hearing in which the Tenant was yelling in her unit, but she then refused entry to the security officer when he investigated the complaint. She also submitted into evidence a report of an incident that occurred in the lobby of the building on September 16, 2025, in which the Tenant was reported to yell racial and homophobic slurs at a resident.
12. MAGH said that she has tried many times to meet up with the Tenant, or to speak to her, but she does not reply to messages or door knocks, she does not have an email or phone, and she is never around during inspections.
13. The Landlord submits that the Tenant should be evicted. The Landlord submits that the rental unit is in urgent need of repair, the Tenant consistently denies entry, and she has caused a number of disturbances and damage to her unit and the residential complex. The Landlord also submits that they should be reimbursed \$17,058.86 for the required repairs necessitated by the Tenant's damage.

Reasons and Analysis:

14. Subsection 62(1) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord may give a tenant notice of termination of the tenancy if the tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex wilfully or negligently causes undue damage to the rental unit or the residential complex.
15. Subsection 64(1) of the Act provides that a landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
16. The Landlord gave the Tenant an N5 notice of termination alleging that the conduct of the Tenant caused a substantial interference with the reasonable enjoyment of the residential complex by the Landlord's employees and other tenants, and also alleging that she had cause undue damage to the rental unit and the residential complex. It stated that she could void the notice by ceasing the behaviour or paying for the damage.
17. During the week of October 15, 2024, the Tenant did not pay anything for the damage, nor did she repair anything, as can be seen in the photos of October 22, 2024. She has not paid anything since then. Therefore, I find that the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage, nor did she 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).
18. I find that the Landlord's photos of October 22, 2024, show extensive wilful damage to the rental unit, including graffiti and holes all over the walls and ceiling, and damage to doors and door frames. The Landlord's uncontested evidence is that the Tenant's failure to report a toilet leak in her unit, when she was present, exacerbated the leaks and led to a flood that caused extensive damage in the residential complex. All the damage has cost, or is estimated to cost the Landlord \$17,058.86. Therefore, I find that the Landlord is entitled to that amount for the undue damage caused by the Tenant.
19. The Landlord's uncontested evidence is that the Tenant's yelling or other loud noise emanating from her unit has led to numerous complaints. MAGH provided reports about incidents mentioned in the N5 notice of termination, and she testified about her attempts to follow up with the Tenant. One of the reported incidents, mentioned in the N5 notice, involved the Tenant walking around the common areas of the residential complex with dangerous weapons. The Landlord's witness mentioned a number of recent complaints

about noise, incidents of the Tenant yelling abuse at residents, including racial slurs and homophobic slurs. One of the incidents occurred only a few days before the hearing.

20. Consequently, I find that 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 by creating excessive noise or carrying weapons in the common areas.
21. Based on the monthly rent, the daily compensation is \$64.73. This amount is calculated as follows: \$1,969.00 x 12, divided by 365 days.
22. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
23. There is no last month's rent deposit.

Section 83 Considerations:

24. The Landlord has attempted to speak with the Tenant or to follow up with her about damage, the state of her unit, and/or all the complaints about noise or abusive or dangerous behaviour. The Tenant is consistently absent when the Landlord comes by the rental unit, and she does not respond to any of the Landlord's attempts to arrange meetings. She has denied entry to the Landlord on a number of occasions.
25. Therefore, I do not find that a conditional order is likely to be successful, nor is the Tenant likely to comply. The Tenant has not corrected her behaviour in over one year since the N5 notice of termination was served. There are recent serious incidents, including incidents that occurred only a few days before the hearing.
26. I have considered all of the disclosed circumstances above 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 for the reasons that follow. The Tenant's behaviour is serious, it has led to safety concerns, she has not corrected it, and it is ongoing. The Tenant was not present to testify about any reason to deny or delay eviction. I find that the tenancy is no longer viable, and it is prejudicial to the Landlord for it to continue.

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 30, 2026.
2. If the unit is not vacated on or before January 30, 2026, then starting January 31, 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 31, 2026.

4. If the Tenant does not vacate the rental unit on or before January 30, 2026, the Tenant shall also pay the Landlord compensation of \$64.73 per day for the use of the unit starting January 31, 2026, until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$17,058.86, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$17,244.86.
8. If the Tenant does not pay the Landlord the full amount owing on or before January 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 31, 2026 at 4.00% annually on the balance outstanding.

January 19, 2026

Date Issued

Nancy Morris

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 31, 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.