



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

**File Number:** LTB-L-106672-25

**In the matter of:** 43, 255 DONALD ST  
OTTAWA ON K1K1N1

**Between:** Ottawa Community Housing Corp Landlord

**And**

Shawn Felteau Tenant

Ottawa Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Felteau (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.

This application was heard by videoconference on January 14, 2026.

Only the Landlord's agent, Marie Gentes, the Landlord's representative, Gabriel Cormier, and the Landlord's witness, Vincent Serano (VS) attended the hearing.

As of 10:40 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 reschedule 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 in the application. Therefore, termination of the tenancy and eviction are ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

### **N6 Notice of Termination - Illegal Act**

3. On November 13, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on November 13, 2025. The notice of termination contains the following allegations: the Tenant allegedly assaulted a female guest in the rental unit, causing her to have a large scrape on her face and a cut with dried blood on her lip from the Tenant kicking her in the face and dragging her across the floor. It is also alleged that the Tenant had a knife in his hand while in the unit.
4. At the hearing the Landlord called VS who testified in his position as a community safety worker, whose job is to respond to security and safety matters for community housing. He wrote a report on the incident which occurred in the Tenant's unit, and this report is filed in the portal as DOC-7096738.
5. VS testified to being approached by a young female who had been assaulted by a man who identified himself as "Chris". The female described the man and identified this rental unit as where the assault took place. The notes in the report filed indicated that the Tenant kicked her in the face causing a large scrape on her face, and she indicated that the Tenant was walking around with a knife. It was further noted in the information and VS's testimony that the Tenant refused to let her take her phone with her, so she had to borrow someone else's phone to call for assistance. Based on the information provided to him, VS asked the female to call the police, which she did.
6. When the police arrived, they knocked on the unit, and when the Tenant did not answer, it was unlocked with the proper authority. The Tenant was identified as the person who committed the assault, notwithstanding he gave the assault victim a different name.
7. A criminal information form was filed and referenced, DOC-7137680, which stated that the Tenant was charged with assault, with using a weapon, and with confining the alleged victim.
8. Testimony was provided by MG who is a tenancy support worker, and who indicated that one of her roles it to follow up on tenant issues, including complaints. After receiving this complaint, she provided the Tenant with the Notice of Termination. She testified that she out to the Tenant, emailed the Landlord's evidence to him, but has had no other conversation or engagement with him.
9. Based on the evidence presented by VS and the documentary evidence referenced above, the Board is satisfied on a balance of probabilities that the Tenant has committed an illegal act in the rental unit.

**N7 Notice of Termination - Serious Impairment of Safety**

10. On November 13, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on November 13, 2025. The notice of termination contains the same allegations as those noted above for the N6.
11. Based on the testimony provided by MG which was uncontested and is detailed above, the Board is satisfied on a balance of probabilities that the Tenant seriously impaired the safety of the person he assaulted in his unit.

12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

**Relief from eviction.**

13. 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.
14. The Tenant did not attend the hearing to provide any circumstances which the Board could consider in deciding whether to grant relief from eviction. The Board notes that this is a short tenancy, as the Tenant has only been in the premises since December of 2024. The Landlord had no other information about the Tenant, based on the Tenant's unwillingness to respond to the Landlord.
15. The Board notes several exacerbating factors in considering this matter. The Tenant allegedly gave a different name to the victim, and it was only after investigation that it was determined that it was actually this Tenant who was charged with the offences noted above. The Tenant consistently refused to answer his door, causing it to have to be unlocked by others, and has not engaged with the Landlord. The testimony and evidence provided support that the Tenant committed an illegal act in the rental unit and that he seriously impaired the safety of another person in the unit. In these circumstances, the Board has no basis on which to consider whether a conditional order would successfully address the Landlord's concerns, and it has no information to determine whether a delay would be appropriate. In considering all of the circumstances, including the serious charges faced by the Tenant in relation to this incident, the Board feels it would be unfair to grant relief from eviction.
16. This order contains all of the reasons within it. No further reasons will be issued.

**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 31, 2026.
2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

**January 26, 2026**  
**Date Issued**

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Stephanie Ball  
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 August 1, 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.