



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

File Number: LTB-L-061980-25

In the matter of: 127, 1390 LEPAGE AVE
OTTAWA ON K1Z8N4

Between: Ottawa Community Housing Corporation Landlord

And

Sebastian Coolledge Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sebastian Coolledge (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

Ottawa Community Housing Corporation (the 'Landlord') also applied for an order requiring Sebastian Coolledge (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 January 21, 2026.

The Landlord's Legal Representative, Gabriel Cormier attended the hearing. An employee of the Landlord, Sarah Palmer also attended the hearing.

As of 9:32 am 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.

Amending the Application:

1. The Landlord's Legal Representative requested an amendment to the monetary L2 damage amount from \$6,009.28 to \$1,100.00 because of the Tenant repairing/replacing some of the damages.

2. I consented to the amendment as there is no prejudice to the Tenant as this is for a lesser amount.

Determinations:

3. 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.
4. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial Interference

5. On June 10, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
 - a) Improperly disposing of garbage or stored items in the common area hallway.
 - b) Tampering with fire safety equipment
 - c) Noise disturbances of loud banging and scraping
 - d) Smoking inside rental unit.
6. At the hearing the Landlord's Legal Representative stated the Tenant did not engage in further conduct of the same nature within the 7-day voiding period for the allegations listed on Paragraph 5 (a-d). Therefore, I find the Tenant voided this portion of the notice.

Wilful or Negligent Damage

7. On June 10, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the allegations the Tenant damaged the rental unit by removing a portion of wall and bent the frame, damage to electrical and drywall, windowsill damaged and portion of floor has been removed, damage to exterior wall of rental unit and ventilation fan.
8. 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).
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Landlord's Uncontested Evidence

10. The Landlord's employee Sarah Palmer testified on April 2, 2025; she attended the rental unit with the Property Manager for a scheduled unit inspection. At that time, it was discovered there was significant damage. A portion of the wall removed, frame is bent, damage to electrical and drywall, windowsill damaged and a portion of the floor had been removed.

11. The Landlord provided photographs of the damage which included a wall being removed, bent frame, damage to drywall on ceiling, removal of pieces of laminate flooring.
12. The Landlord's Legal Representative testified the Tenant did some of the repairs after the voiding period and the Landlord is satisfied with these repairs. The repairs that the Tenant did not complete were the repairs to the electrical and the bent doorframe.

Analysis- Wilful or Negligent Damage

13. The N5 notice of termination was served pursuant to section 62 of the Act which states, in part:

62 (1) 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 willfully or negligently causes undue damage to the rental unit or the residential complex.

14. I am persuaded by the Landlord's uncontested testimony and evidence that the Tenant willfully or negligently caused undue damage to the rental unit and residential complex. I accept the Tenant has made an effort to repair/replace some of the damage, however this was after the voiding period and not all the damage has been repaired/replaced and there is still damage to the electrical and bent frame.

Compensation for Damages

15. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
16. The Landlord will incur reasonable costs of \$1,100.00 to repair the damage to the electrical and the bent door frame.
17. The Landlord provided a quote from GC Constriction which showed the amount of \$6,009.28 to repair the damage done by the Tenant. The Landlord is only seeking the amount of \$1,100.00 which represents the damage to the electrical and bent frame.

Relief from Eviction

18. 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 not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act as long as the Tenant satisfies the conditions below.
19. The Landlord did not have any personal circumstances of the Tenant.
20. The Landlord's Legal Representative requested a conditional order that the Tenant refrain from causing further damage to the rental unit. He also requested a payment plan for the monetary portion of the L2 in the amount of \$100.00 per month until the balance is paid.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant, another occupant of the rental unit or a person whom the tenant permits in the residential complex will not cause any willfully or negligent undue damage to the rental unit or the residential complex.
3. The conditions set out in Paragraph 2 will be in place for a period of one year from the date of this order.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall pay to the Landlord \$1,100.00, which represents the reasonable costs of repairing the damage.
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 \$1,286.00.
8. The Tenant shall pay the Landlord the amount set out in Paragraph 7 in accordance with the following schedule:
 - \$100.00 on or before February 1, 2026
 - \$100.00 on or before March 1, 2026
 - \$100.00 on or before April 1, 2026
 - \$100.00 on or before May 1, 2026
 - \$100.00 on or before June 1, 2026
 - \$100.00 on or before July 1, 2026
 - \$100.00 on or before August 1, 2026
 - \$100.00 on or before September 1, 2026
 - \$100.00 on or before October 1, 2026
 - \$100.00 on or before November 1, 2026
 - \$100.00 on or before December 1, 2026
 - \$100.00 on or before January 1, 2027
 - \$86.00 on or before February 1, 2027

9. If the Tenant does not pay the Landlord the full amount owing on or before the day it becomes due, the Tenant will start to owe interest. This will be simple interest calculated from the day after the payment is due at 4.00% annually on the balance outstanding.

January 30, 2026
Date Issued

Trish Carson
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.