



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

**File Number:** LTB-L-061580-25

**In the matter of:** 1710, 251 DONALD ST  
OTTAWA ON K1K4B7

**Between:** Ottawa Community Housing Corporation Landlord

**And**

Andrew Macinnis Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Andrew Macinnis (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 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 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 December 15, 2025. The Landlord's agents, Brent Chisholm, and Vincent Serano, and the Landlord's legal representative, Chris Hall attended the hearing.

As of 11:11 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.

At the hearing, the Landlord requested to amend the application to correct the quantum of damages sought. This order reflects that change.

### 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 application is granted, and the Landlord is entitled to an eviction order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

On May 30, 2025, the Landlord gave the Tenant an N6 and an N5 notice of termination. The N6 notice of termination contains that on March 21, 2025, at approximately 21:12 p.m., the Landlord was informed that there was a break and enter in another rental unit within the residential complex the Landlord reviewed the camera footage and observed the Tenant using a tool to attempt to break into that other rental unit, after approximately 1 hour of tampering with the lock, the Tenant gained access into the rental unit. The Tenant and their guests continued to remove items from the rental unit they broke into. Ottawa police services attended the residential complex and arrested the Tenant.

3. The Tenant has committed an illegal act in the residential complex by illegally breaking into another rental unit within the residential complex.
4. As I am terminating the tenancy as per the allegations in the N6 notice of termination, I need not address the N5 notice of termination.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
6. There is no last month's rent deposit.
7. 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. As a result of the break in, the Tenant damaged a fire rated door. This was replaced by the Landlord and costed them \$1,449.23. Additionally, the Landlord estimates that the other repairs needed within the Tenant's rental unit are \$8,407.20. The landlord relied on photos of the rental unit showing holes in drywall throughout the rental unit, exposed electrical, broken doors, and an extensive amount of clutter within the rental unit. The Landlord relied on a quote to have the rental unit repaired in the amount of \$8,407.20.
8. The Landlord will incur reasonable costs of \$9,856.43 to repair the damage and/or replace property that was damaged and cannot be repaired.
9. 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.

10. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.

**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 February 10, 2026.
2. If the unit is not vacated on or before February 10, 2026, then starting February 11, 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 11, 2026.
4. The Tenant shall pay to the Landlord \$9,856.43, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
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 \$10,042.43.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 10, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 11, 2026 at 4.00% annually on the balance outstanding.

**January 30, 2026**  
**Date Issued**

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Curtis Begg  
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 11, 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.