



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

File Number: LTB-L-071426-25

In the matter of: 605, 251 DONALD ST
OTTAWA ON K1K4B7

Between: Ottawa Community Housing Corporation Landlord

And

Ali Awada Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ali Awada (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue 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 heard by videoconference on November 25, 2025.

Only the Landlord's legal representative, C. Hall, and the Landlord's agent, B. Chisholm, attended the hearing.

As of 10:10 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 and the claim for compensation in the application. Therefore, the tenancy shall terminate effective February 9, 2026. The Tenant must move out of the rental unit on or before February 9, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6/N7 notices of termination

3. On August 2, 2025, the Landlord gave the Tenant an N6 notice of termination alleging that the Tenant or another occupant of the rental unit has committed an illegal act. The Landlord also gave the Tenant an N7 notice of termination alleging both serious impairment of safety and wilful or negligent damage. The notices of termination had a termination date of August 31, 2025.
4. Brent Chisholm (BC), property manager for the Landlord, relied on a security report dated June 29, 2025 and testified that at approximately 11:59 p.m., security was conducting parking enforcement activities when the Tenant started screaming profanities at security and threw a long white poll from their 6th floor balcony. Police were immediately called and a warrant for the Tenant's arrest was issued. The Tenant was arrested on July 13, 2025 for this incident.
5. BC testified that the Tenant's balcony is directly above the main entrance of the residential complex. The residential complex houses approximately 200 individuals. On the date of the incident, there were people on the ground that could have seriously been injured by the poll that was thrown down by the Tenant.
6. BC submitted a second security report dated July 12, 2025, and testified that at approximately 8:22 a.m., security responded to resident concerns with respect to the Tenant throwing a 2.5lb cement dumbbell off their balcony. The dumbbell smashed in front of the main entrance. The report further states that a red planter was thrown off the balcony. After further investigation, it was determined that a guest of the Tenant threw the planter and dumbbell off the 6th floor balcony.
7. BC submits that had someone been hit by the 2.5lb dumbbell, they would have suffered life changing injuries. The Landlord requests immediate termination of the tenancy.

Analysis

8. This application is filed pursuant to section 61(1) (N6 notice) and section 66(1) (N7 notice) of the *Residential Tenancies Act, 2006*, the ("Act").
9. Section 61(1) of the Act states that, a landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.

10. Section 66(1) of the Act provides that, A landlord may give a tenant notice of termination of the tenancy if,
- (a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and
 - (b) the act or omission occurs in the residential complex.
11. The Divisional Court decisions in *Musse v. 6965083 Canada Inc.*, 2021 ONSC 1085 (CanLII) and *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175 (CanLII) confirm that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:
- (i) the potential for an outcome that has the risk of a substantial negative effect on a person's well-being;
 - (ii) a foreseeable act or omission that could result in or may result in a serious impairment to safety; and
 - (iii) extremely loud and intense arguments could easily result in violence and would be a safety hazard.
12. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Tenant or an occupant of the Tenant's rental unit has committed an illegal act in the rental unit by throwing a long poll, a planter and a dumbbell off the 6th floor balcony. The actions of the Tenant and their guest has the potential for an outcome that has a real risk of a substantial negative effect on a person's well-being, and there is a real risk that could result in a serious impairment to safety. On a balance of probabilities, I find that the incidents involve an illegal act and are a serious impairment of safety to other residents of the residential complex.

Damages

13. The Landlord also filed an application pursuant to section 89(1)(a) of the Act which states that, a landlord may apply to the Board for an order requiring a tenant or former tenant to pay reasonable costs that the landlord has incurred or will incur for the repair of or, where repairing is not reasonable, the replacement of damaged property if,
- (a) while the tenant or former tenant is or was in possession of the rental unit, the tenant or former tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant or former tenant wilfully or negligently causes or caused undue damage to the rental unit or the residential complex.
14. B.C testified that when police were called for the July 12, 2025 incident, the Tenant's door was found ajar. Police and security entered the unit and discovered that the unit's electrical wires were damaged and exposed. The power for the unit was immediately shut off to

complete repair to the wires. BC asserts that the power was restored the next day after repairs were completed.

15. BC testified that the damage caused to the wires was not normal wear and tear, and that the damage was intentional as the wires were cut. A photo of the exposed damaged wires was submitted into evidence. BC testified that the Landlord incurred a cost of \$416.88 to repair the damaged wires. A copy of the electrical invoice dated July 14, 2025 was also submitted into evidence.
16. Based on the uncontested evidence before me, on a balance of probabilities, I find that the Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the rental unit wilfully or negligently caused undue damage by cutting the electrical wires in the rental unit.
17. The Landlord has incurred reasonable costs of \$416.88 to repair the damage.
18. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.

Relief from eviction

20. The Landlord testified that they have a second L2 application pending with the Board with respect to an N5 notice of termination, a hearing was held on October 20, 2025 for which they expect an eviction order.
21. 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. The Tenant was not present to make submission on any relief sought.

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 9, 2026.
2. If the unit is not vacated on or before February 9, 2026, then starting February 10, 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 10, 2026.
4. The Tenant shall pay to the Landlord \$416.88, which represents the reasonable costs of repairing 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 \$602.88.

7. If the Tenant does not pay the Landlord the full amount owing on or before February 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 10, 2026 at 4.00% annually on the balance outstanding.

February 4, 2026

Date Issued

Mayra Sawicki

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 10, 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.