



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing Corporation v King, 2026 ONLTB 11889

Date: 2026-02-05

File Number: LTB-L-067735-25

In the matter of: 7, 111 RITCHIE ST
OTTAWA ON K2B6E8

Between: Ottawa Community Housing Corporation Landlord

And

Wendy King Tenants
Valentino McIntosh

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

This application was heard by videoconference on December 15, 2025. The Landlord's agent, Sarah Palmer, the Landlord's witness, Todd Raheume, the Landlord's legal representative, Chris Hall, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On June 26, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains allegations pertaining to the Tenants illegally parking a vehicle and that the household consistently engages in threatening and aggressive behaviour, including verbally threatening, and physically aggressive to other tenants on the residential complex. Specific dates discussed are:
 - October 13, 2024, someone from the Tenants' household threw eggs on the porch of another rental unit.
 - February 6, 2025, throwing snowballs at the outside door of a neighbouring rental unit.
 - May 13, 2025, while walking their children to the bus stop the male Tenant was aggressive to other tenants and their children.
4. The Landlord acknowledges that the allegations pertaining to the illegal parking of the vehicles were voided. However, the Landlord alleges that on June 30, 2025, one of the Tenants' children was hitting a fence of another tenant in the complex with a board that also hit other children. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. On June 26, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination. The notices of termination contain the following allegations:
 - On or about October 27, 2024, at approximately 1:13pm, your neighbours captured a video footage of a young girl, identified to be one of your children, stealing a package from their doorstep.
 - On or about May 2, 2025, at roughly 10:00pm, Ottawa Community Housing (OCH) Safety Services (CSS) received a complaint regarding a disturbance which occurred between two groups of children. Your neighbours heard you and Valentino yelling in your backyard and inciting violence, encouraging your children to go grab a weapon and stab your neighbours. Video of the incident captured you specifically saying, "go grab a knife and fucking stab them Celine, what's wrong with you". Your daughter is then seen grabbing a knife from another child and running off camera. The video then shows one of your children run inside your house and exit with a butcher knife and run towards your neighbours, off camera.
6. For the following reasons, I find that the Landlord has led insufficient evidence to establish that the Tenants substantially interfered with the reasonable enjoyment of the Landlord or another tenant, that the Tenants committed an illegal act, or that they seriously impaired the safety of another person. Therefore, the Landlord's application must be dismissed.
7. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Landlord.
8. The Tenants testified that to their knowledge no one from their household threw eggs, or snowballs at neighbouring rental units, and the event that happened on May 13, 2025, was mischaracterized. The second named Tenant testified he was not aggressive to other

tenants or their children. He stated that he got a call from his daughter's school and was informed that his daughter was punched by a child who lives in the same residential complex as them and asked for an apology from the people involved. Which resulted in another tenant becoming verbally aggressive.

9. The Tenants deny the June 30, 2025, incident and claim that it was not their child who was banging on a fence, nor that they had any conversation with the Landlord's security personnel. The Tenants also deny that it was their child who stole another tenant's package and that they were included in the May 2, 2025, incident; the first named Tenant testified that she was upstairs in their rental unit at the time getting their other child ready for bed.
10. The Landlord called no witnesses with respect to the incidents on October 13, 2024, and February 6, 2025. The complaints were made verbally- those tenants did not attend the hearing to provide testimony. The Landlord stated that the complaint for the May 13, 2025, was made verbally and by email- however, the author of the complaint also did not attend the hearing to provide testimony. The June 30, 2025, incident was supported by a security report- however the author of that report was not present to testify, nor could anyone from the Landlord identify the Tenants' children.
11. The Landlord relied on videos to support the incidents alleged in the N6 and N7 notices of termination. However, the individuals who took or who were in possession of the videos did not attend the hearing. No one present at the hearing could identify and confirm that a child of these Tenants took a package. The video relied on for the May 2, 2025, incident was of poor quality; based on the resolution of the video I could not identify that the person yelling in the video was one of the Tenants, their children were not identified, nor could I see a knife being brought out of the rental unit.
12. As already mentioned, it is for the Landlord to lead sufficient evidence to establish that on a balance of probabilities, their version of events to be true. The Landlord could have summonsed the authors of the complaints, the Tenants who compiled the video evidence that was relied on, their security personnel, or police officers to give firsthand testimony. The Tenants are not obligated to prove a negative-therefore, the Landlord's application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

February 5, 2026
Date Issued

Curtis Begg
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.