



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092098-25

In the matter of: 3, 110 COBOURG ST
OTTAWA ON K1N 8H2

Between: Ottawa Community Housing Corporation Landlord

and

Guy Sears Tenant

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

This application was heard by videoconference on February 4, 2026.

Only the Landlord's agent Brent Chisholm and the Landlord's legal representative Gabriel Cormier attended the hearing. K.P. testified for the Landlord.

As of 10:08 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.

Determinations:

1. The Landlord applies for termination of the tenancy based on valid notices of termination under sections 61 and 66 of the *Residential Tenancies Act, 2006* (the 'Act') alleging that:
 - On July 27, 2025, the Tenant struck a person and pushed that person to the ground in the corridor of the residential complex; and

- On September 17, 2025, the Tenant assaulted a person by punching her in the abdomen and dragging her along the corridor of the residential complex.
2. The application must be granted because the uncontested testimony of the Landlord's witness corroborated by surveillance footage proves the facts set out in the notices of termination on a balance of probabilities. The assaults are illegal acts that I find to be beyond the merely trivial; they have the potential to change the character of the residential complex and have also seriously impaired the safety of persons in the residential complex.
 3. The Tenant was in possession of the rental unit on the date the application was filed.
 4. The Tenant was required to pay the Landlord \$3,167.80 in daily compensation for use and occupation of the rental unit for the period from November 3, 2025 to February 4, 2026.
 5. Based on the monthly rent, the daily compensation is \$33.70. This amount is calculated as follows: \$1,025.00 x 12, divided by 365 days.
 6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
 7. There is no last month's rent deposit.
 8. The Tenant did not come to the hearing to describe his circumstances and the Landlord was not aware of any. The Landlord's circumstances include the fact that it has a duty to provide safe housing to all residents of this multi-unit complex. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
 9. The request to expedite contemplated by section 84 of the Act is mandatory.

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 17, 2026.
2. If the unit is not vacated on or before February 17, 2026, then starting February 18, 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 18, 2026. The Court Enforcement Office (Sheriff) is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$3,167.80, which represents compensation for the use of the unit from November 3, 2025 to February 4, 2026.
5. The Tenant shall also pay the Landlord compensation of \$33.70 per day for the use of the unit starting February 5, 2026 until the date the Tenant moves out of the unit.
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 \$3,353.80.

8. If the Tenant does not pay the Landlord the full amount owing on or before February 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 18, 2026 at 4.00% annually on the balance outstanding.

February 12, 2026
Date Issued

Nersi Makki
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 18, 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.