



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-088207-25

In the matter of: 611, 280 ROCHESTER ST
OTTAWA ON K1R7S4

Between: Ottawa Community Housing Corporation Landlord

And

Paul Abraham Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Abraham (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 Paul Abraham (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 February 5, 2026.

The Landlord's agent Susan Diggon, the Landlord's Legal Representative, Cabriel Cormier, and the Tenant attended the hearing.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the time period between February 6, 2026, and February 28, 2027, the Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex shall refrain from substantially interfering with the reasonable enjoyment or any lawful right, privilege, or interest of the Landlord or another tenant, including but not limited to smoking in the rental unit or in the residential complex.
3. For the time period between February 6, 2026, and February 28, 2027, the Tenant shall maintain the rental unit in a reasonable state of cleanliness.

4. For the time period between February 6, 2026, and February 28, 2027, the Tenant, another occupant of the rental unit, or someone the Tenant permitted in the residential complex shall not wilfully or negligently cause damage to the premises.
5. The Tenant shall pay the Landlord \$1,650.00, representing the cost of repairing or replacing the damage to the rental unit, according to the following schedule:

Date payment is due	Payment amount
March 1, 2026	\$14.00
April 1, 2026	\$200.00
May 1, 2026	\$200.00
June 1, 2026	\$200.00
July 1, 2026	\$200.00
August 1, 2026	\$200.00
September 1, 2026	\$200.00
October 1, 2026	\$200.00
November 1, 2026	\$200.00
December 1, 2026	\$36.00

6. If the Tenant fails to comply with the conditions set out in paragraph #2, 3, 4 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.
7. If the Tenant fails to make any of the payments in paragraph 5 above, the outstanding balance of compensation for repairing/replacing damaged property to be paid by the Tenant to the Landlord shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of 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.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
9. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 24, 2026, at 4.00% annually on the balance outstanding.

February 12, 2026

Date Issued

Joy Xiao

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.