



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing Corporation v Morrison, 2026 ONLTB 17548

Date: 2026-02-26

File Number: LTB-L-080178-25

In the matter of: 1412, 2651 REGINA ST
OTTAWA ON K2B8B5

Between: Ottawa Community Housing Corporation Landlord

And

Eric Morrison Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Eric Morrison (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.

This application was heard by videoconference on January 22, 2026.

Only the Landlord's agent, Irene Danchie, the Landlord's witness, Rejean Marion, and the Landlord's representative, Gabriel Cormier, 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. Therefore, the tenancy between the Landlord and the Tenant is terminated.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 6, 2025, the Landlord gave the Tenant an N5 notice of termination alleging that there was an ongoing pest infestation in the Tenant's unit, due to excessive clutter and sanitation and that the Tenant had barred access to the unit by 1) installation of unauthorized locks and 2) refusing to open the door.

4. The Landlord's agent stated that she is the property manager for the building. She stated that in April 2025, pest control technicians advised her that they could not access the Tenant's unit. It was subsequently discovered that the Tenant had installed an unauthorized lock on the unit's front door. The Landlord changed the locks on May 14, 2025, after which another pest control treatment was scheduled for May 20, 2025. Due to the condition of the unit (i.e. excessive clutter), pest control treatment was not possible. She stated that another pest control treatment was scheduled for July 2025 was also unsuccessful because of the state of the unit.
5. The Landlord produced photographs of the Tenant's unit taken on April 28, 2025 [Doc 7160834, pages 9-14] confirming the excessive clutter and disarray in the Tenant's unit as well as a missing smoke detector.
6. The Landlord produced photographs of the Tenant's unit taken on October 7, 2025 [Doc 7160834, pages 19-42] which confirm that there was no improvement with the clutter and state of the Tenant's unit after the N5 notice was served. She said that the Landlord's staff spoke with the Tenant and he appeared to be willing to accept cleaning help. However, when cleaning staff attended at the unit on October 28, 2025, the Tenant was not present. As a result, the cleaning staff did not have permission to remove anything from the Tenant's unit and the cleaning assistance did not take place. She stated that the Landlord's staff have been unable to contact the Tenant to reschedule cleaning assistance for the Tenant.
7. The Landlord's agent stated that when she inspected the rental unit on January 20, 2026, she observed cockroaches entering the hallway of the residential complex from underneath the Tenant's front door. The Tenant and a tenant support worker, Rejean Marion, were present during her inspection. Although the Tenant claimed that he and his friends were cleaning the unit, she observed excessive clutter, surfaces covered in red paint and writing and stated that it was not possible to walk through the unit. In her view, the unit was uninhabitable and it was not possible for any pest control treatment to take place.
8. The Landlord's agent stated that the Tenant's unit has been deemed a focal unit, meaning it is the source of a cockroach infestation.
9. The Landlord's witness, Rejean Marion, is a tenant support worker. He links tenants to support services and assists them with navigating support systems. In the past, he has referred the Tenant to various support services. He confirmed that there has been no progress in the state of the unit since March 2025 and that removal of smoke detectors creates unsafe conditions. Staff are unable to reinstall smoke detectors due to the clutter in the unit.
10. The Landlord's witness confirmed that the Tenant can be aggressive at times and that social workers he had linked the Tenant with refused to continue working with the Tenant because they felt uneasy and unsafe. He confirmed that he has seen roaches in the Tenant's unit and that the Tenant admitted to him that he takes items from the garbage into the unit (e.g. ten microwaves). He stated that while the Tenant agrees to accept help, he never follows up with that help.

Analysis

11. The N5 Notice was served pursuant to section 64 of the *Residential Tenancies Act*, 2006 (the 'Act') which states:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

Notice

(2) A notice of termination under subsection (1) shall,

(a) provide a termination date not earlier than the 20th day after the notice is given;

(b) set out the grounds for termination; and

(c) require the tenant, within seven days, to stop the conduct or activity or correct the omission set out in the notice.

Notice void if tenant complies

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

12. In accordance with section 64(3) of the Act, the N5 Notice is voided if the Tenant does not engage in any further conduct of the type described in the N5 Notice during the seven-day period after the N5 Notice was given to the Tenant. In this case, that seven-day voiding period was August 7 to 13, 2025.
13. Based on the Landlord's uncontested evidence, I find that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Landlord's photographs confirm that there has been no improvement in the state of the unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
14. I find that the Tenant's behaviour has substantially interfered with other tenants' reasonable enjoyment of the residential complex, as well as the Landlord's lawful rights, privileges and interests.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. 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 Landlord's photographs confirm that there was no improvement in the unit during or after the voiding period. The Landlord has attempted to provide cleaning assistance for the Tenant without success. The fact that the Landlord is unable to navigate through the clutter to reinstall smoke detectors poses a significant safety risk to other residents in the building.
18. The Tenant did not attend the hearing to provide evidence of his circumstances.

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 March 9, 2026.
2. If the unit is not vacated on or before March 9, 2026, then starting March 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 March 10, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before March 9, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 10, 2026 at 4.00% annually on the balance outstanding.

February 26, 2026
Date Issued

Karen Gonçalves
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 September 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.