



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

File Number: LTB-L-092499-25

In the matter of: 906, 2880 CARLING AVE
OTTAWA ON K2B7Z1

Between: MetCap Living Management Inc. Landlord

And

PAMELA O'FLAHERTY Tenant

MetCap Living Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict PAMELA O'FLAHERTY (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 February 10, 2026.

The Landlord's legal representative, Phylicia Thomas, the Landlord's Property Administrator, Manuel Cardona, the Tenant, and the Tenant's support person, Marie-Jose Marion, attended the hearing.

Preliminary Issue:

N5 Notice of Termination

1. The Tenant submitted that she did not receive the attachment to the N5 notice of termination. The attachment contains the details of the allegations of substantial interference by the Tenant.
2. According to the Tenant, the notice of termination was shoved under the Tenant's door and was incomplete, as it did not contain the attachment.
3. According to the Landlord's Property Administrator ("the Landlord's Witness"), the notice of termination was mailed in its entirety by the Landlord's employee, who also filed the application. In addition, the Landlord's Witness testified that he had personally placed the notice of termination with all its attachments under the Tenant's door. The Tenant then emailed him contesting the allegations contained in the attachment to the notice of

termination. As such, I find that the notice of termination was served on the Tenant in its entirety, and the Tenant knew the details of allegations against her.

Determinations:

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the Landlord's application is granted.
5. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial interference

6. On October 17, 2025, the Landlord mailed the Tenant an N5 notice of termination. The notice of termination is deemed to have been served on October 22, 2025. The notice of termination was also placed under the door of the Tenant's rental unit. The notice of termination includes the following allegations:
 - Inappropriate behaviour in the management office on August 15, 2025, including yelling, and banging on the office door
 - False alarm activation 15 times between March 25, 2025, and May 17, 2025
 - Excessive noise and vulgar language in the common areas of the residential complex on January 8, 2024, March 23, 2024, March 24, 2024 with police involvement, on March 26, 2024 kicking the neighbouring tenant's door, yelling death threats, police was called again,
 - September 2, 2025 repeatedly banging other residents' doors and yelling at other residents in the common areas throughout the night
7. The Landlord's Witness gave evidence with respect to the allegations contained in the notice of termination. According to the Landlord's Witness, he has been receiving numerous complaints against the Tenant about excessive noise and inappropriate behaviour. The Tenant has been sent numerous warning letters since 2023 about her disruptive conduct. He also presented into evidence copies of complaints from other residents and staff about the Tenant's conduct. The Tenant's behaviour is negatively affecting other tenants and staff.
8. The Tenant denied that she was causing excessive noise in the rental unit or acting inappropriately and thereby interfering with other residents' reasonable enjoyment of the residential complex. According to the Tenant, it was the neighbouring tenant, who was overly sensitive and was targeting the Tenant and also other tenants by unwarranted complaints.
9. I prefer the evidence of the Landlord to the evidence of the Tenant. I found the testimony of the Landlord's Witness candid, forthright and detailed, and as such accepted his evidence. In addition, the testimony was supported by documentary evidence, including copies of complaints by other residents of the residential complex. As such I find that the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

10. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. The Tenant was making excessive noise at 4:06 a.m. on October 28, 2025.
11. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

13. The Landlord requested termination of the tenancy because the Tenant's disruptive conduct has been going on for a long time. The Landlord has been sending the Tenant warning letters since 2023, to no avail.
14. The Tenant has been residing in the rental unit since 2022. The Tenant resides in the rental unit with her 24-year old child. She has no other family to rely on, should she be evicted, she would have to go to a shelter.
15. The Tenant is currently on long term disability from her employment at the district school board. She is to return to work. There was no evidence before me that the Tenant's complained of conduct was a result of her disability, or that the Tenant required accommodation under the *Human Rights Code*.
16. The Tenant also raised some issues of disrepair in the rental unit. The evidence, however, did not satisfy me that the Landlord was in serious breach of their responsibilities under the Act or of any material covenant in the tenancy agreement warranting the refusal of termination of the tenancy pursuant to section 83(3)(a).
17. In the result, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, including the Landlord's circumstances and the Tenant's circumstances and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. Termination of a tenancy is a remedy of last resort. As such, the Tenant will be given an opportunity to save her tenancy, provided she complies with the conditions set out in the order below.

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 next twelve months from the date of this order until and including March 31, 2027, the Tenant shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. This includes, but is not limited to :
 - Make excessive noise in the rental unit and common areas of the residential complex, such as yelling and banging
 - Engage in aggressive behaviour and vulgar language in the residential complex

- Damage property in the residential complex
 - Smoke in the common areas of the residential complex
 - Tamper with the alarm system
 - Activate fire alarms in a non-emergency situation
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under 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. This application is made to the LTB without notice to the Tenant.
 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 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026 at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

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