



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096917-25

In the matter of: 412, 1490 CLEMENTINE BLVD
OTTAWA ON K1H8E9

Between: Ottawa Salus Landlord

And

Byron Harkins Tenant

Ottawa Salus (the 'Landlord') applied for an order to terminate the tenancy and evict Byron Harkins (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Ottawa Salus (the 'Landlord') also applied for an order requiring Byron Harkins (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 March 17, 2026.

The Landlord 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. Maintain fire safety in rental unit:
 - Tenant must maintain a clear 3-foot walkway throughout the unit at all times;
 - Tenant must maintain full access to all windows, rooms, radiators at all times;
 - Tenant must keep the stovetop clear of flammable items (e.g. plastic combustible containers);
 - The unit entrance must not be blocked and must fully open with no items obstructing it;
 - The Tenant must arrange for or cooperate with the removal of items to reduce clutter.

3. Maintenance and inspections:

- The Tenant must allow Ottawa Salus staff to complete work orders and inspections without interference or denial, including adequately preparing the unit so work orders can be completed on the scheduled date of entry pursuant to the Notice of Entry provided;
- The Landlord will, when possible, make reasonable attempts to accommodate the Tenant regarding inspections to allow for the Tenant to prepare and have support person(s) present;
- When inspecting the Landlord will provide a clear summary of the results of the inspection along with directives or recommendations.

4. Repayment plan for damages:

- The total amount of damages owed is \$1,204.46 whereas the total rent arrears is \$208.00
- The lawful rent of \$599.00 is due the first of the month with the next payment being April 1, 2026;
- The repayment plan stipulates that an additional payment of \$50.00 per month due on the 1st day of each month in addition to the lawful monthly rent(accounting for rent increases and subsidies) commencing April 1, 2026 and continuing for 29 months until the damages and arrears are paid in full.
- The Tenant must adhere to the payment plan, communicating with the Landlord and support person(s) as necessary.

5. Damages to unit or property:

- The Tenant must not willfully or negligently cause damage to their unit or any element of the property at 1490 Clementine Blvd;
- The Tenant must not behave in a manner that substantially interferes with other tenants or staff's reasonable enjoyment of the building, their lawful rights or privileges for a period of 12 months commencing March 18, 2026.

6. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 5 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.

March 25, 2026
Date Issued

Kelly Delaney
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.