



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-099996-25

In the matter of: 406, 314 BOOTH ST
Ottawa ON K1R7K2

Between: Ashley Jordan Landlord

And

Zara Lisk-Swain Tenant

Ashley Jordan (the 'Landlord') applied for an order to terminate the tenancy and evict Zara Lisk-Swain (the 'Tenant') because:

- 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

Ashley Jordan (the 'Landlord') also applied for an order requiring Zara Lisk-Swain (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 26, 2026.

Only the Landlord attended the hearing.

As of 10:31am, 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 is terminated effective April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

The 1st and 2nd N5

3. On November 20, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On November 28, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations:
5. Both of the N5's contains duplicate allegations. At the hearing the Landlord testified that this was done because there had been no changes since the 1st N5 was served.
6. Given that the 2nd N5 does not contain new allegations and is a duplicate of the 1st N5 Notice of Termination, I am satisfied that it is invalid. However, the Landlord requested to proceed on the basis of the 1st N5 Notice of Termination. Given that the Application was filed within 30 days of the termination date of the 1st N5, which is valid, I elected to proceed on the basis of the 1st N5.

The L2

7. The 1st N5 Notice of Termination alleges that the Tenant caused damage to the rental unit including cigarette burns and stains on the floor, and nicotine exposure within the unit and damage to the fridge stove and bathroom. The N5 also alleges that on November 20, 2025, the Tenant threw a mug at the common dining room window which damaged the window.
8. The Landlord testified that she did not witness the Tenant throw the mug at the window. However, she testified this occurred on November 20, 2025, and she later observed the incident over CCTV.
9. She testified that she became aware of the damages after entering the Tenants rental unit, which she does monthly. The Landlord testified that there are damages in the rental unit related to smoking, including nicotine on the walls and AC unit, and counters, cigarette burns on the floor. She testified that the damage is excessive to the point that the unit would need to be gutted and refit.
10. In support of her testimony the Landlord relied on photographs of the rental unit taken on November 23 2025. The pictures depict numerous cigarette butts on the floor, damage to the walls, a heavily damaged microwave, sink and countertop, and depict extensive damage within the rental unit.
11. Based on the Landlord's uncontested evidence I am satisfied that the tenant has wilfully or negligently caused undue damage to the rental unit by damaging the floors, walls and AC unit, and counters, and the microwave, sink and countertop. The photographs relied on by the Landlord clearly depict significant damage to the rental unit and are consistent with the testimony of the Landlord. I also accept that as the Tenant is the sole occupant of the rental unit, it is reasonable to infer that the damage was caused by the Tenant or someone permitted into the unit by the Tenant.
12. I also accept the Landlord's uncontested evidence that she has continued to inspect the rental unit monthly, and the Tenant has not repaired the damage, or made any

arrangement to compensate the Landlord the cost to repair the damages. Therefore, I am satisfied that the Tenant has failed to void the 1st N5 Notice of Termination.

13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. There is no last month's rent deposit.

Compensation for damages

15. At the hearing the Landlord withdrew their claim for compensation for damages.

Relief from eviction

16. 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 not be unfair to postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act.

17. The Landlord testified that she has continued to work with the Tenant to restore the rental unit to an inhabitable state, but this has not been successful. The Landlord testified that the Tenant has ignored guidance to stop smoking and to stop leaving cigarettes burning with the rental unit. The Landlord testified that the Tenant does not believe she is doing anything wrong and is within her rights to smoke within the rental unit.

18. The rental unit is a bachelor unit in supportive housing in a women's only residence. The Landlord testified that the Tenant may have some minor mental health concerns and had previously faced homelessness but did not have any major issues or a lack of capacity. The Tenant has lived in the rental unit for 10 years.

19. In consideration of the Tenant's circumstances, and that the rental unit is supportive housing I am satisfied that a delay is appropriate to allow the Tenant to secure alternative accommodation. While I note that the Tenant has resided in the rental unit for 10 years and may struggle to secure alternate accommodation, I am prepared to accept that the Landlord has attempted to work with the Tenant in the past, and has made significant efforts to restore the rental unit, which the Tenant is resisting. Therefore, I am not satisfied that a conditional order will be effective in preserving the tenancy, and shall instead order a delay to allow the Tenant time to secure alternate housing.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Reid Jackson
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 November 1, 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.