



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-105984-25

In the matter of: 113, 1400 LEPAGE AVE
OTTAWA ON K1Z8N5

Between: Ottawa Community Housing Corp Landlord

And

Alexander Carlsen Skov Tenant

Ottawa Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Alexander Carlsen Skov (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

This application was heard by videoconference on February 24, 2026.

Only the Landlord's legal representative Gabriel Cormier, and the Landlord's agent Sarah Palmer attended the hearing.

As of 9:54 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. The Tenant must vacate the rental unit on or before April 12, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N6 and N7 Notices of Termination

3. On November 13, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination with termination dates of December 12, 2025. The notices of termination contain the same allegations listed as follows:
 - On October 13, 2025, the Tenant attempted to set another tenant's door on fire;
 - On October 25, 2025, the Tenant burned another tenant's doorbell camera with a blowtorch;
 - On October 29, 2025, the Tenant was criminally charged with arson as a result of of October 25, 2025, incident.

Landlord's Evidence

4. The Landlord's agent Sarah Palmer (SP) testified that on October 13, 2025, the Landlord's security department was made aware that the Tenant had placed a "sparkler" at the door of another tenant. Despite police confirming it was the Tenant who had placed the sparkler, no charges were laid.
5. SP gave evidence that on October 25, 2025, a tenant of the residential complex reported that her doorbell camera had been burnt but she had taken a picture of the culprit.
6. A copy of the e-mail from the tenant reporting the incident was submitted together with a photograph of the singed and melted doorbell camera, and a photograph of the Tenant.
7. The photograph of the Tenant shows him standing in a hallway or corridor partially obstructed by the corner of the wall brandishing something long, flat, and metallic in his right hand. Despite part of the Tenant being out of view behind the wall, the Tenant's left hand is clearly holding something that appears to be the head of a portable blowtorch.
8. The Landlord's agent testified that the Tenant was charged with the incident on October 25, 2025, and e-mail correspondence in relation to arson charges was submitted at the hearing corroborating SP's testimony.
9. Despite there being no evidence of a conviction submitted for any of the offences, SP testified that the Tenant's release conditions prevent him from returning to the rental unit.

Analysis

Illegal Act

10. I am satisfied, based on the uncontested evidence before me, that that Tenant committed an illegal act in the residential complex by using a blowtorch to singe and melt another tenant's security camera.
11. Section 75 of the Act provides:

75 The Board may issue an order terminating a tenancy and evicting a tenant in an application under section 69 based on a notice of termination under section 61 whether or not the tenant or other person has been convicted of an offence relating to an illegal act, trade, business or occupation.

12. Even in the absence of a conviction, I find the evidence sufficient to establish, on a balance of probabilities, that the Tenant committed an illegal act, specifically arson.
13. The illegal act committed by the Tenant was not minor or trivial and had the potential to endanger other tenants of the residential complex. Further, SP testified that other Tenants are now fearful of a fire in the residential complex and I find that the illegal act committed by the Tenant has affected character of the residential complex.

Serious Impairment of Safety

14. I am also satisfied that the Tenant's illegal act is a serious impairment of safety. The Tenant used a portable blowtorch to singe and melt another tenant's doorbell camera. It was entirely possible that the camera, the door, or door frame could have caught fire.
15. Despite a fire not actually occurring, the Tenant's use of a portable blowtorch to melt a doorbell camera in a common area of the residential complex thereby created the potential for a fire at another tenant's door. This act seriously impaired the safety of the other tenant.

Wilful Damage

16. The Landlord's N7 notice of termination also alleged that the Tenant's use of the blowtorch damaged the door however, there was insufficient evidence to find that the door was damaged. Accordingly, this allegation is dismissed.

Costs

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

Relief from Eviction

18. The Landlord's representative requested an order for eviction and was unaware of any of the Tenant's circumstances. The Tenant did not attend the hearing to provide evidence or submissions as to any delay that may be appropriate.
19. 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.

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 12, 2026.

2. If the unit is not vacated on or before April 12, 2026, then starting April 13, 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 April 13, 2026. The Sherrif is requested to expedite the enforcement of this order.
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 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 7, 2026
Date Issued

Kyle McGraw
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 October 13, 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.