



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

File Number: LTB-L-092092-25

In the matter of: 1403, 125 MCLEOD ST
OTTAWA ON K2P2C7

Between: Ottawa Community Housing Corporation Landlord

And

Mohammed Islam Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Mohammed Islam (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 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

The application was heard by videoconference on April 21, 2026. The Landlord's legal representative, Laura Clark, the Tenant and the Tenant's legal representatives, David Danielson and Navraj Kaushik attended the hearing.

Before the start of the hearing the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlord served an N5 Notice dated September 15, 2025 to terminate the Tenant's tenancy.
2. The Tenant has disabilities within the meaning of the *Human Rights Code*.
3. The Landlord recognizes the role that the Tenant's disabilities played in the events alleged by the Landlord in the N5 Notice.

4. The Tenant has agreed to participate in the accommodation process by continuing to work with his treating medical professionals and to comply with their treatment recommendations, including adherence to any prescribed medications.
5. The Landlord is prepared to work with the Tenant to preserve the Tenant's tenancy.
6. The parties had a hearing at the Landlord and Tenant Board scheduled to proceed on April 21, 2026 based on the N5 Notice and want to resolve that hearing amicably.
7. On behalf of the Tenant, the sum of \$4,152.44 has been paid by the City of Ottawa to cover the costs of repairs by third party vendors.

On consent it is ordered that:

1. The Tenant shall not wilfully or negligently damage the rental unit or residential complex.
2. The Tenant shall maintain the rental unit in a state of cleanliness sufficient to allow the Landlord to complete maintenance or pest treatments, as necessary.
3. Paragraphs 1 and 2 shall be subject to section 78 of the *Residential Tenancies Act, 2006* starting April 21, 2026 and ending on April 20, 2027.
4. The Landlord shall patch and repair the drywall damage inside the unit at no cost to the tenant.

April 27, 2026
Date Issued

Floredana Ungureanu
Hearings Officer, 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.