



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

File Number: LTB-L-003983-26

In the matter of: PH7, 123 AUGUSTA ST
OTTAWA ON K1N8B7

Between: Ottawa Community Housing Corporation Landlord

And

Jennifer Perkins Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Perkins (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 April 22, 2026 at 09:00 am.

Only the Landlord Representative Gabriel Cormier and the Landlord Agent Katie Phillip attended the hearing.

As of 09:30 am, 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination

Substantial interference

3. On November 28, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same date. The notice of termination contains the following allegations:

On or about February 3rd, 2025, at approximately 4:53 PM, OCH Community Safety Services (CSS) attended your unit to speak to a guest of yours regarding prohibited activity noted on CCTV footage. A male named Ryan Audfroid was observed on camera smoking drugs and having sexual relations in the common areas several times. Ryan Audfroid was staying in your unit and returned to your unit after CSS spoke to him.

On or about February 18th, 2025, at approximately 4:29 AM, OCH CSS located a male and female loitering in the lobby. When asked to leave, they went to your unit and were allowed in.

On or about March 9th, 2025, at approximately 12:18 AM, OCH CSS received information from Ottawa Police Service (OPS) that a stabbing had occurred at 123 Augusta street. The two male subjects were seen on camera leaving your unit.

On or about March 9th, 2025, at approximately 5:09 PM, OCH CSS located a male and female loitering in the lounge, they stated they had been at your unit and would return there. You allowed both into your unit and told CSS that the male was living with you

On or about March 17th, 2025, at approximately 6:25 PM, OCH CSS were on site at Macdonald Manor conducting a patrol. They located a male trying to get into your unit. The male stated that he was trying to rent your unit from you for \$400.00 and had given you a \$75.00 deposit. The male provided CSS with text messages between you and himself as proof. CSS spoke to you and advised both you and the male that OCH does not allow subletting. Furthermore, your current subsidized rent is \$115.00. Section 134(3) of the Residential Tenancies Act states that it is against the law to charge rent greater than the lawful rent.

On or about March 18th, 2025, at approximately 11:15 AM, OCH CSS was patrolling the building when they located two females loitering in separate places. Both females stated they were waiting for you, you then told CSS that both females were your guests.

On or about March 24th, 2025, at approximately 1:55 PM, OCH CSS received a complaint from another tenant in your building. The complainant reported that two unknown males were trying to open her door and were acting very aggressive. The two males then entered your unit.

On or about March 26th, 2025, at approximately 5:39 PM, OCH CSS were on site at Macdonald Manor assisting OPS in investigating a vehicle theft. Upon reviewing CCTV footage CSS noted that a male guest of yours left your unit and got into the stolen vehicle. While investigating this matter a separate call came in reporting a fight coming from your unit. CSS and OPS attended your unit and spoke to you.

On or about June 10th, 2025, at approximately 3:48 PM, OCH CSS and OPS were on site patrolling Macdonald Manor when they located a male entering the building without a fob. They questioned the male and found him to be in possession of controlled substance. The

male stated he was delivering the controlled substance to your unit. OPS and CSS attended your unit to speak to you about issues with your guests. Several other guests were also located in your unit, one male admitted to the trafficking of the controlled substance. Another female was recognized by CSS as someone who had been seen on camera urinating in the stairwell, she was arrested by OPS for outstanding warrants.

On or about June 10th, 2025, at approximately 3:48 PM while attending the above mentioned call. CSS noted that you had removed your smoke detector. Disabling, altering, or interfering with any fire safety device is strictly prohibited under both your lease agreement and the Ontario Fire Code.

On or about June 17th, 2025, at approximately 10:05 PM, OCH CSS responded to a loitering call at 123 Augusta. CSS located an intoxicated male sleeping near the elevators. The male stated he was your guest; you confirmed to CSS that he was your guest. You were cautioned that you are responsible for your guests.

On or about June 29th, 2025, at approximately 2:52 PM, OCH CSS were on site at Macdonald Manor when they located a trespassed male. The male was arrested and on his person was found a controlled substance. The male told CSS that he had just purchased fentanyl from you and your guest at your unit.

On or about September 17th, 2025, at approximately 3:58 AM, OCH CSS were patrolling Macdonald Manor when they located a trespassed female. The female had a substance in her hand that she reported was fentanyl that she had just purchased from you in your unit.

On or about September 26th, 2025, at approximately 2:24 AM, OCH CSS were patrolling Macdonald Manor when they located a trespassed male attempting to enter the building without a fob. The male stated he was your guest, you then came down and allowed him in.

On or about October 31st, 2025, OCH CSS located a cart full of items outside your unit and blocking the hallway, this is a fire life safety issue. CSS spoke to you and asked you to bring it inside your unit. 24 hrs later CSS returned and the cart was still in the hallway; they had it removed.

On or about November 1st, 2025, at approximately 4:59 PM, OCH CSS were on site at Macdonald Manor when they located a male smoking in the stairwell. The male claimed to be your boyfriend and stated he lived in your unit.

On or about November 12th, 2025, at approximately 6:06 PM, OCH CSS were on site at Macdonald Manor when they located a female loitering in the stairwell. The female claimed to be a guest of yours, you allowed her in your unit.

On or about November 25th, 2025, at approximately 4:05 PM, OCH CSS responded to an assist OPS call at Macdonald Manor. Another tenant in the building had been attacked and bitten by a dog. After further investigation it was determined the dog belonged to your guest who was inside your unit.

4. The Landlord Agent attested to the allegations in the N5 Notice and the Landlord Representative submitted the corresponding incident reports in evidence.
5. The Landlord Agent then testified that the Tenant failed to void the N5 Notice in that on November 29, 2025 and January 19, 2026 the Tenants guest was again observed smoking and loitering on the premises resulting in a no trespass order being issued. This was supported by the incident's reports entered in evidence. It was also their testimony that such behaviour has continued since those additional incidents.
6. Based on the above testimony and evidence I am satisfied that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Specifically, on November 29, 2025 after receiving the N5 Notice they again permitted their guest to substantially interfere with the Landlord and other tenants by smoking and loitering in the residential complex.
7. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Daily compensation, NSF charges, rent deposit

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.

Relief from eviction

10. 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.
11. Specifically, given the fact the Tenant did not appear and failed to void the N5 Notice and the behaviour has continued since, I am satisfied to grant relief would prejudice the Landlord and other tenants.

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 May 16, 2026.
2. If the unit is not vacated on or before May 16, 2026, then starting May 17, 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 17, 2026.
4. The Tenant shall also 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 May 16, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 17, 2026 at 4.00% annually on the balance outstanding.

May 5, 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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 17, 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.