



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

File Number: LTB-L-101272-23

In the matter of: 214, 2651 REGINA ST
OTTAWA ON K2B8B5

Between: Ottawa Community Housing Corporation Landlord

And

Miles Krzyzewski Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Miles Krzyzewski (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 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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 April 30, 2026. Only the Landlord's Legal Representative, G. Cormier, and the Landlord's Agent, Irene Danchie, attended the hearing.

The following witness testified at the hearing:
Rejean Marion (RM), Tenancy and Support Worker, on behalf of the Landlord

As of 11:04 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 and the claim for compensation in the application. Therefore, the tenancy is terminated, the Tenant must move out of the rental unit on or before May 16, 2026 and the Tenant must pay to the Landlord \$3,657.79 for per diem compensation, the reasonable costs to repair/replace the damage, and the Landlord's filing fee.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 3, 2023, the Landlord gave the Tenant a Notice to End Your Tenancy For Interfering with Others, Damage or Overcrowding (N5 Notice). The N5 Notice contains the following allegations:
 - Your behaviour or the behaviour of someone visiting or living with you has substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex, and/or the Landlord's lawful rights, privileges, or interests.
 - You or someone visiting or living with you has wilfully or negligently damaged the rental unit or the residential complex.
 - July 17, 2023 – OCHC Integrated Pest Management inspected your unit and noted your unit was in poor condition, unsanitary and cluttered. It was reported that there were multiple damages, garbage and drug paraphernalia inside your unit.
 - Aug 8, 2023, OCHC noted that there is a large hole inside and outside your bedroom door entrance. The cost to repair the damage, including 3 coats of mud, new drywall, tape and prime is approximately \$400.00
 - October 19, 2023, OCHC Property Manager inspected your unit and noted the following damages:
 - a. Hole in the wall near bedroom: \$400.00
 - b. Hole in the living room wall: \$250.00
 - c. Fridge damaged: \$615.00
 - d. Bathroom door damaged: \$150.00
 - e. Missing kitchen cabinet doors: \$500.00
 - f. Missing closet doors: \$300.00
 - The cost to repair the damages and reinstate your unit to its original state is approximately \$2,215.00 = \$287.95 (HST) = \$2,502.95.
4. Based on the evidence before me, I was satisfied that the Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 Notice. Therefore, the Tenant did not void the N5 Notice in accordance with section 62(3) of the *Residential Tenancies Act, 2006 (Act)*.

5. The Landlord's Agent testified to the allegations in the N5 Notice, specifically the unsanitary condition, the excess clutter, and the damages as described and that they were not repaired by the Tenant and provided copies of photos taken during two inspections into evidence. She also testified that the Landlord was delayed in effecting the repairs due to the condition of the rental unit including too much clutter and unsafe items, such as needles, being present that their contractors would not perform work in the unit. She further testified that the while although some repairs to the walls were effected in 2025, there is currently additional damage to the rental unit including holes in the walls.
6. Given the above, I was satisfied that the Tenant, an occupant or someone the Tenant permitted into the rental unit has wilfully or negligently caused undue damage to the unit.
7. On November 3, 2023, the Landlord gave the Tenant a Notice to End Your Tenancy For Illegal Acts or Misrepresenting Income in a Rent-Geared-to-Income Rental Unit (N6 Notice) and a Notice to End Your Tenancy For Causing Serious Problems in the Rental Unit or Residential Complex (N7 Notice) pursuant to sections 61 and 66 of the Act. The N6 Notice and the N7 Notice contains the following allegations:
 - July 15, 2023, at 13:30 hrs, the Tenant during a community BBQ began yelling and behaving aggressively toward another resident, and swung at them hitting them in the stomach, and then proceeded to put them in a headlock.
8. Subsection 61(1) of the Act provides:

A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
9. Subsection 66(1) of the Act provides:

A landlord may give a tenant notice of termination of the tenancy if,

(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and

(b) the act or omission occurs in the residential complex.
10. Based on the uncontested evidence before me, I was satisfied that the Tenant has committed an illegal act and seriously impaired the safety of another resident in the residential complex by physically assaulting them at a community BBQ held on the premises.
11. The Landlord's witness, RM, testified to the incident that occurred at the community BBQ at the residential complex.

Daily compensation, NSF charges, rent deposit

12. Based on the monthly rent of \$139.00, the daily compensation is \$4.57. This amount is calculated as follows: $\$139.00 \times 12$, divided by 365 days.
13. RM confirmed that the Tenant is owing rent arrears totalling more than seven months. Therefore, I was satisfied that the Tenant was required to pay the Landlord \$968.84 in daily compensation for use and occupation of the rental unit for the period from October 1, 2025 to April 30, 2026.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. There is no last month's rent deposit.

Compensation for Damages

16. The Tenant, another occupant of the rental unit or a person whom the Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex.
17. As a result, I was satisfied that the Landlord has incurred will incur reasonable costs of \$2,502.95 to repair the damage and replace property that was damaged and cannot be repaired. The Landlord's Agent testified that she assessed the costs to repair the damage from estimates she received from a contractor. She testified that the total estimated repair costs are \$2,315.00 not including H.S.T. and provided a copy of an estimate she received via email for some of the drywall damage from GC Construction into evidence.

Relief From Eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
19. The Landlord's Legal Representative requested a standard eleven day eviction order. He submitted that the Tenant's Mental Health Worker has not been in contact and that the Tenant's Legal Representative withdrew services less than a week ago. He also submitted that the Tenant's physical violence and the on-going conduct of illegal acts warrants termination of the tenancy for the safety of other residents in the complex. He further submitted that this matter has taken over two years with several adjournments in an attempt to work with and accommodate the Tenant's needs.
20. RM testified that the residential complex provides housing for many including 75 seniors, single mothers, and children, and that the Tenant's on-going conduct is a serious safety concern for all residents. He testified that since filing this application, the Tenant has been responsible for three more assaults, serious disturbances such as accessing the second floor roof and throwing rocks at other residents and their cars below, breaking and entering into other residents' units, exposing himself to female residents, pulling the fire alarm, and blocking other residents' access. RM also testified that the police have attended multiple times to address these incidents and taken the Tenant into custody.

21. The Landlord's Agent testified that the Tenant continues to cause damage to the rental unit, including additional holes in the walls, graffiti, and damage to the kitchen.

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. The Sherrif is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$968.84, which represents compensation for the use of the unit from October 1, 2025 to April 30, 2026.
5. The Tenant shall also pay the Landlord compensation of \$4.57 per day for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$2,502.95, which represents the reasonable costs of repairing the damage and replacing the damaged property.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$3,657.79.
9. 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 11, 2026
Date Issued

Lisa Del Vecchio
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.