



**Order under Section 94.7 / 94.15
Residential Tenancies Act, 2006**

File Number: LTB-C-100503-25

In the matter of: 110, 1010 Teron Rd
Kanata ON K2K2W4

Between: Kanata Co-operative Homes Inc. Co-op

And

Julie Bowes Co-op Member

Kanata Co-operative Homes Inc. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict Julie Bowes (the 'Co-op Member') because:

- the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Co-op or another member; and
- an act or omission of the Co-op Member, another occupant of the member unit or a person permitted in the residential complex by the Co-op Member seriously impairs or has seriously impaired the safety of any person and the act or omission occurs in the residential complex.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

The Co-op also applied for an order requiring the Co-op Member to pay the Co-op's reasonable out-of-pocket costs the Co-op has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Co-op Member, another occupant of the member unit or someone the Co-op Member permitted in the residential complex.

A Case Management Hearing was held on February 18, 2026. The parties were unable to resolve the application. Therefore, the matter proceeded to a merits hearing.

This application was heard by videoconference on May 6, 2026.

The Co-op's Legal Representative Joel Cross, Co-op's Witness Jamie Laplante, and the Co-op's Agents Katherine Sanders and Ann Emon attended the hearing.

The Co-op Member signed into the videoconference but disconnected at 9:06 AM.

As of 9:31 AM, the Co-op Member 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. There was no record of the Co-op Member contacting the Board for technical support. As a result, the hearing proceeded with only the Co-op's evidence. The Co-op Member did not appear in the videoconference at any point in the remainder of the hearing block.

At the start of the hearing, the Co-op's Representative withdrew the claim for substantial interference with reasonable enjoyment. Therefore, the application proceeded solely on the claim of serious impairment of safety.

It is determined that:

1. As explained below, the Co-op has proven on a balance of probabilities the grounds for termination of the occupancy. Therefore, the Co-op Member's occupancy is terminated on May 23, 2026.
2. As of the hearing date, the Co-op Member was still in possession of the member unit.
3. On November 13, 2025, the Co-op gave the Co-op Member an N7C notice of termination ('N7 Notice'). The notice of termination alleges that the Co-op Member seriously impaired the safety of others in the residential complex by interfering with the Co-op's pest treatments and installation of fire alarms.
4. Based on the uncontested evidence of the Co-op, I make the following findings of fact.
 1. On July 17, 2025, Jamie Laplante ('JL'), the maintenance coordinator for the Co-op, entered the member unit with Total Fire, a fire safety company that does annual and monthly testing of all fire safety devices in the residential complex. JL found that the fire alarm was removed. The Co-op Member indicated that she threw it out and would not allow JL to install a new one.
 2. On August 27, 2025, JL and the Co-op's office coordinator Katherine Sanders ('KS') entered the member unit to install a new fire alarm. They discovered that a fire alarm was attached to the ceiling, but the wires were cut, and it was not operational. Fire alarms must be hardwired to the electrical system in order to be operational. The Co-op Member became agitated, stating that the flashing light on the alarm could cause her to have a seizure. KS offered to tape over the light with black tape to accommodate the Co-op Member's concern, but the Co-op Member refused. JL and KS left the unit without installing a new fire alarm.
 3. The Co-op has not been able to install a new fire alarm since then, which has resulted in escalating actions by Ottawa Fire Services. The Co-op Member did not disclose a disability or request accommodation from the Co-op at any time.
5. A lack of a working fire alarm in a residential unit is a serious concern, as this substantially increases the time needed to detect a fire, which could allow it to spread to other units. I am satisfied, on a balance of probabilities, that the Co-op Member seriously impaired the safety of other persons in the residential complex by tampering

with the fire alarm in her unit and by interfering with the Co-op's efforts to install a new one.

6. The Co-op also presented evidence regarding the Co-op Member's interference with pest treatments; however, I am not satisfied that this rises to the level of serious impairment of safety. The presence of ants can certainly interfere with a person's reasonable enjoyment of their unit, but does not pose the same level of risk as a fire.
7. The Co-op also claimed costs to install a new fire alarm; however, pursuant to section 94.15 of the *Residential Tenancies Act* (2006) (the 'Act'), a non-profit housing co-operative may only apply for compensation for damage if they have served a notice of termination alleging wilful or negligent damage. As there was no such notice in this application, I do not find it appropriate to award these costs.
8. Based on the regular monthly housing charges, the daily compensation is \$3.85. This amount is calculated as follows: monthly regular monthly housing charges x 12 months, divided by 365 days.
9. The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. The Co-op Member is owed \$700.00 for refundable deposits. The total refundable deposit is deducted from the amount owing by the Co-op Member.
11. I have considered all of the disclosed circumstances in accordance with subsection 94.12(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 94.12(1) of the Act. The Co-op Member did not attend the hearing to advise the Board of her circumstances. The Co-op's Agent was not aware of any reasons to delay or deny eviction.

It is ordered that:

1. The Co-op Member's occupancy is terminated. The Co-op Member must move out of the member unit on or before May 23, 2026.
2. If the unit is not vacated on or before May 23, 2026, then starting May 24, 2026, the Co-op 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 Co-op on or after May 24, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Co-op Member shall pay the Co-op compensation of \$3.85 per day for the use of the unit starting May 7, 2026, until the date the Co-op Member moves out of the unit.
5. The Co-op Member shall pay to the Co-op \$186.00 for the cost of filing the application.
6. The Co-op owes the Co-op Member \$700.00 for refundable deposits.
7. Each party shall pay to the other any amount that becomes owing as a result of this order.

May 12, 2026
Date Issued

Kate Sinipostolova
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 Co-op Member expires on November 24, 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 member unit is located.