



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-095782-25

In the matter of: 2104, 415 MACLAREN ST
OTTAWA ON K2P2C8

Between: Ottawa Community Housing Corporation Landlord

And

James Reynolds Tenant

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

This application was heard by videoconference on April 1, 2026.

Only the Landlord's Agent, Chris Lee, the Landlord's Legal Representative, Gabriel Cormier and the Landlord's Witness, Susan Diggon attended the hearing.

As of 9:21 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On September 25, 2025, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:

- On September 9, 2025, a neighbour complained to the Landlord that the Tenant had abused the Tenant's dog in a common hallway of the building and was charged with willfully causing unnecessary pain, suffering or injury to an animal contrary to section 445.1(1) of the *Criminal Code*.
 - On August 30, 2025, the Tenant uttered threats towards another Tenant of the residential complex contrary to section 264.1 of the *Criminal Code*.
 - The Landlord has received several complaints about the Tenant's aggressive behaviour and other residents are fearful for their safety as a result of the Tenant's aggressiveness.
4. The Landlord's Witness, Susan Diggon ('SD') is a Tenant Support Worker employed by the Landlord. SD testified that on September 9, 2025, she received video footage of the Tenant picking up their dog by the neck, slamming it to the floor and then kicking it. A video of the incident was entered as evidence by the Landlord. SD testified that the police and city by-law officers were called and the Tenant was charged with willfully causing unnecessary pain, suffering or injury to an animal.
 5. SD testified that she has received complaints from other tenants in the residential complex indicating that they feel threatened by the Tenant but are fearful to testify due to fear of retribution from the Tenant. SD testified she had received a complaint from another tenant on August 30, 2025 indicating that, as the other tenant was exiting their apartment, the Tenant, James Reynolds ('JR') approached them and asked whether they were someone's girlfriend. The Tenant held his fist up to their face and stated he was going to knock them out if they did not answer correctly.
 6. The neighbouring tenant continued to state that they did not know the person to whom the Tenant was referring, but the Tenant continued his aggressive behaviour towards the other tenant. I am prepared to accept that the Landlord's unchallenged hearsay evidence that the Tenant uttered threats towards another resident, as alleged by the Landlord.
 7. Section 445.1(1) of the Criminal Code of Canada states that "every one commits an offence who...(a) willfully causes or, being the owner, willfully permits to be caused unnecessary pain, suffering or injury to an animal or a bird..."
 8. Section 264.1(1) of the Criminal Code of Canada states that "every one commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat...(a)to cause death or bodily harm to any person..."
 9. Section 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') states:

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.
 10. Based on the uncontested evidence before me, I am satisfied that the Landlord has proven, on a balance of probabilities, that the Tenant has committed an illegal act in the residential complex by causing unnecessary pain, suffering or injury to an animal contrary

to section 445.1(1) of the *Criminal Code*. The Landlord's video showed the Tenant wilfully slamming the dog to the ground and kicking it, which I am satisfied constitutes causing unnecessary pain or suffering to an animal.

11. I am further satisfied that the Landlord has established it is more likely than not that Tenant threatened to assault a fellow resident of the building, and as a result committed the illegal act of uttering threats, contrary to section 264.1(1) of the *Criminal Code*. Both illegal acts occurred in the residential complex.
12. The Tenant was required to pay the Landlord \$5,080.71 in daily compensation for use and occupation of the rental unit for the period from October 21, 2025 to April 1, 2026. As of the date of the hearing, the Tenant did not owe any compensation.
13. Based on the monthly rent, the daily compensation is \$31.17. This amount is calculated as follows: \$948.00 x 12, divided by 365 days.
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.
16. 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 June 12, 2026.
2. If the unit is not vacated on or before June 12, 2026, then starting June 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 June 13, 2026.
4. The Tenant shall also pay the Landlord compensation of \$31.17 per day for the use of the unit starting April 2, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenant does not pay the Landlord the full amount owing on or before June 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Christopher Lin
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 December 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.