



Order under Section 69 Residential Tenancies Act, 2006

Citation: Ottawa Community Housing Corporation v Fitzpatrick, 2026 ONLTB 44779

Date: 2026-06-11

File Number: LTB-L-105888-25

In the matter of: 420, 2080 RUSSELL RD
OTTAWA ON K1G3W6

Between: Ottawa Community Housing Corporation Landlord

And

JUN 04, 2026

Gabriella Fitzpatrick Tenant

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

This application was heard by videoconference on June 3, 2026. The Landlord's agent, Jacques Bolduc, the Landlord's legal representative, Laura Clark, the Landlord's witness S. Kidane ('S.K'), attended the hearing.

As of 10:56 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. Therefore, the application is granted and the Landlord is entitled to a eviction order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 25, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contained a 3-page schedule which indicated on a variety of dates

from December 2024, April 2025, May 2025, July 2025, September 2025, October 2025, and November 2025, loud noise was emanating from the Tenant's unit; specifically, screaming, banging, and like noises at varying degrees, also at different times a day.

4. The Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. The Landlord called S.K as a witness, who was experiencing the noise and the discomfort associated with such. They testified to specific dates noted in the N5 notice of termination (December 29, 2024, July 6, 2025, September 26, 2025, as well as incidents within the voiding period (November 26, 2025 to December 2, 2025).
6. They characterized the noise as domestic disturbances that were frequent but intense. The outbursts could range from minutes to hours and would wake them up disturbing their sleep and sometimes require intervention from law enforcement.
7. Based on the testimony and the evidence adduced at the hearing, I find that the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
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.
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. As noted, the Tenant did not attend the hearing of this matter and thus I did not have the opportunity to hear their evidence regarding their circumstances. or to dispute the Landlord's application for an eviction order.
12. The Landlord submitted that the issue continues even after the application was filed and the incidences are similar in frequency. The Landlord relied on a video that was dated in April 22, 2026, taken by another resident of the complex, showing the Tenant screaming at a male on the balcony and acting quite hysterically. The Landlord had a meeting with the Tenant and their mother in May of 2026, however the incidents still continue.
13. Based on the evidence- no relief shall be given.

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 22, 2026.
2. If the unit is not vacated on or before June 22, 2026, then starting June 23, 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 23, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Curtis Begg
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 16, 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.