



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-108969-25

In the matter of: 605, 1365 BANK ST
OTTAWA ON K1H8K8

Between: Ottawa Community Housing Corporation Landlord

And

Crystal Dagenais Tenant

Ottawa Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Dagenais (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.

Ottawa Community Housing Corporation (the 'Landlord') also applied for an order requiring Crystal Dagenais (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

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

Only the Landlord's Legal Representative, Gabriel Cormier, the Landlord's Agent, Khalil Al-Qadi and the Landlord's Witness, Cameron Preston attended the hearing.

As of 9:56 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 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 December 21, 2025, the Landlord gave the Tenant an N6 notice of termination deemed served on December 21, 2025. The notice of termination contains the following allegations:
 1. On November 15, 2025, between 10:00 p.m. and 10:15 p.m., the Tenant and two of guests broke into an integrated pest management storage room containing dangerous chemicals used for pest control treatment and stole dangerous substances from the Landlord's storage room.
 2. On November 15, 2025, between 10:18 p.m. and 10:30 p.m., the Tenant and her guests returned to the integrated pest management storage room and stole a shopping cart full of items.
 3. On November 18, 2025, between 11:07 p.m. and 11:20 p.m., the Tenant and her guests stole a fridge and large garbage from the integrated pest management storage room.
4. The Landlord's Witness, Cameron Preston ('CP') is a Community Safety Worker for the Landlord. CP testified that in his work as a Community Safety Worker, he reviews CCTV footage for the Landlord. CP testified that he reviewed footage from November 15, 2025 and November 18, 2025 and confirmed that The Tenant and individuals invited into the residential complex by the Tenant had entered and stolen items from the Landlord's pest management storage room.
5. Video footage of the Tenant and her guests removing a garbage bin and a mini-fridge. CP confirmed that the mini-fridge that was stolen contained pest control substances.
6. The Landlord's Agent, Khalil Al-Qadi ('KA') is a property manager for the residential complex. KA testified that the Landlord's pest management team had reported items stolen from the restricted area. KA testified that he reviewed the CCTV footage and pest control management's inventory of missing items. KA testified that the items that had been stolen by the Tenant and her guests included pest control substances including Apprehend, Doktor Doom, Drione, Apprehend Deluxe Spray Kit, three small fridges, a cart and a rolling recycling bin. KA testified that the total estimated value of the items was \$7,405.00.
7. Section 322(1)(a) and 322(2) of the *Criminal Code* RSC 1985 c C-46 state:

322 (1) Every one commits theft who fraudulently and without colour of right takes, or fraudulently and without colour of right converts to his use or to the use of another person, anything, whether animate or inanimate, with intent

(a) to deprive, temporarily or absolutely, the owner of it, or a person who has a special property or interest in it, of the thing or of his property or interest in it;

Time when theft completed

(2) A person commits theft when, with intent to steal anything, he moves it or causes it to move or to be moved, or begins to cause it to become movable.

8. Based on the uncontested evidence before me, I find that the Tenant has committed an illegal act on the residential complex by taking pest control substances, three small fridges, a cart and a rolling recycling bin from the Landlord's pest control storage room and keeping it for herself. The CCTV footage clearly shows the Tenant and individuals invited by the Tenant taking items from the storage room.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. There is no last month's rent deposit.
11. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege or interest of the Landlord.
12. The Landlord has incurred reasonable out-of-pocket expenses of \$7,405.00. These expenses were incurred as a result of the substantial interference.
13. 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 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 1, 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$7,405.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$7,591.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 19, 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 January 1, 2027 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.