



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-022360-25

**In the matter of:** 2, 1010 WELLINGTON ST W  
OTTAWA ON K1Y2X9

**Between:** Fairmont Wellington Holdings Inc. Landlord

**And**

Carl Williams Tenant

Fairmont Wellington Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Carl Williams (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 18, 2026.

Only the Landlord's Agent, Konsella Roberts and the Landlord's Representative, Marie Connolly attended the hearing.

As of 9:41 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 in the application. Therefore, the tenancy shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord's Witness, Konsella Roberts (K.R.), is employed by the Landlord in the capacity of a property manager.

4. On December 16, 2024, K.R. performed an inspection of the rental unit for the purpose of ensuring that all fire safety equipment was up to date and functional. The Tenant initially refused to allow entry into the rental unit but ultimately permitted entry.
5. K.R. testified that upon entering the unit she observed an overwhelming number of items scattered and piled all throughout the entry way and living/dining room. The unit had items which obstructed any path to enter or exit the unit. The items observed included but were not limited to clothing, furniture, bags, and rotting food or perishables. K.R. also testified that the unit used electric baseboard heating, which was blocked and covered by items, some of which were flammable.
6. K.R. testified that she has spoken to the Tenant on a number of occasions asking that the Tenant clean the unit by removing any unnecessary garbage and refuse and organize the remaining items in such a manner to avoid blocking a clear path of entry or exit in and out of the unit. The Landlord also made multiple efforts to assist the Tenant in removing and disposing of any refuse or waste and/or provide the Tenant with community support programs that can help the Tenant declutter the unit. The Tenant refused any assistance.
7. K.R. testified that the unit was re-inspected on January 20, 2025, prior to the service of the N5 notice to terminate a tenancy. This inspection was carried out to determine whether the Tenant made any progress or attempt to comply with the Landlord's request to bring the unit back into a state of ordinary cleanliness and declutter the unit. K.R. testified that the state of the unit at that time was similar if not worse than the state in which the unit was in in December 2024.
8. On January 29, 2025, the Landlord gave the Tenant an N5 notice of termination by placing a copy of said notice under the door of the rental unit. The notice of termination contains the following allegations: 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 by failing to maintain their rental unit in a safe state of ordinary cleanliness.
9. K.R. testified that the unit was re-inspected on February 19, 2025. K.R. testified that the unit remained in the same state as previously observed and there was no sign of any changes or steps taken by the Tenant to void the notice of termination. The Tenant did not void the notice of termination. K.R. testified that the Landlord's photographic evidence was limited because the Tenant became very aggressive when the Landlord's Agent's attempted to take any pictures of the unit or contents therein.
10. K.R. testified that the unit was re-inspected on October 15, 2025. K.R. testified that the unit remained in the same state as previously observed and there was no sign of any changes or steps taken by the Tenant to clean the unit and remove the waste and perishable items. The Landlord tendered evidence in the form of photographs of the unit at the time of this inspection.
11. K.R. testified that she attended the unit on February 17, 2026, and at the time of her attendance, she observed the Tenant's stove was turned on, with multiple flammable items left on and around the stove, and the Tenant was absent from the rental unit, leaving the stove unattended.

12. K.R. testified that the Landlord continues to receive complaints from the lower-level unit that operates a commercial restaurant. The complaints evolve around a foul odor emanating from the Tenant's rental unit. K.R. also testified that as of June 11, 2026, the Tenant's rental unit was in the same state, if not worse, than when initially observed in December 2024.
13. The Tenant did not void the notice 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).
14. The Tenant was required to pay the Landlord \$11,277.20 in daily compensation for use and occupation of the rental unit for the period from February 20, 2025, to June 18, 2026. The Landlord's Representative stated that no arrears are owing to the date of the hearing.
15. Based on the monthly rent, the daily compensation is \$23.30. This amount is calculated as follows:  $\$708.61 \times 12$ , divided by 365 days.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.
18. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order. The Landlord's Representative also argued that the Landlord has made multiple efforts to assist the Tenant and provide supports which the Tenant has declined and refused. The Landlord's Representative also argued that this has been an ongoing issue that has not improved but worsened if anything.
19. 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 July 7, 2026.
2. If the unit is not vacated on or before July 7, 2026, then starting July 8, 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 8, 2026.
4. The Tenant shall pay the Landlord compensation of \$23.30 per day for the use of the unit starting June 19, 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 July 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2026, at 4.00% annually on the balance outstanding.

**June 26, 2026**  
**Date Issued**

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Ilan Shingait  
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 8, 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.