



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-093115-25

In the matter of: 209, 39 SHELDON AVE N
KITCHENER ON N2H3M1

Between: Reaching Our Outdoor Friends Landlord

And

Hannah Miller Tenant

Reaching Our Outdoor Friends (the 'Landlord') applied for an order to terminate the tenancy and evict Hannah Miller (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on March 18, 2025 with respect to application LTB-L-086298-24.

The Landlord's application was resolved by order LTB-L-031001-25, issued on April 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-031001-25.

This motion was heard by videoconference on December 16, 2025. The Landlord's representative Sarah Whearty, the Tenant's representative Cynthia Iheanacho, the Tenant Hannah Miller, and the Tenant's support worker Jessica Rasile and attended the hearing.

On consent it is ordered that:

1. The motion to set aside Order LTB-L-031001-25, issued on April 24, 2025, is granted.
2. Order LTB-L-031001-25, issued on April 24, 2025, is set aside and cannot be enforced.
3. Order LTB-L-086298-24 is cancelled and replaced with the following.
4. The Tenant shall not use racially motivated slurs, drawings, acts or any other behaviour intended to offend client, staff or visitors of oneROOF Youth Services.
5. The Tenant shall maintain the rental unit in a safe and livable state.

6. The Tenant shall not tamper with the smoke detector or any other fire safety equipment in the rental unit.
7. The Tenant shall safely handle all electrical devices including curling rods, hair tools and cooking equipment.
8. The Tenant shall ensure her dog is on leash at all times in the common areas of the residential complex.
9. The Tenant shall not act violently toward visitors, staff or other residents of oneROOF Youth Services.
10. The Tenant shall cooperate with pest control measures, including preparation and clean up after treatment.
11. The Tenant shall not enter staff offices unless there is an immediate safety concern.
12. The Tenant shall not take belongings from other residents, offices or any other person.
13. The Tenant shall pay to the Landlord \$9,500.00 (the balance of the outstanding amount the Tenant owes for damages) as follows:
 - The Tenant shall pay to the Landlord \$100.00 on or before the 1st day of each for 95 consecutive months commencing January 1, 2026 and continuing through October 1, 2033.
14. If the Tenant fails to make any of the payments indicated in paragraph 13 of this order in full and on time, the outstanding balance shall become immediately due and payable to the Landlord, together with simple interest, calculated from the day after default, at 4.00% annually on the balance outstanding.
15. In the event the Tenant fails to comply with the conditions set out above, paragraphs 4 to 13, the Landlord shall be entitled to apply to the Board, no later than 30 days after a breach of this Order, without notice to the Tenant, for an Order terminating the tenancy and evicting the Tenant pursuant to Section 78 of the *Residential Tenancies Act*, 2006.

January 7, 2026
Date Issued

John Russett
Hearings Officer, 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.