



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

File Number: LTB-L-084697-25

In the matter of: 460 RUPERT ST
THUNDER BAY ON P7B3Y1

Between: Angelina Maltese Landlord

And

Malanae Harmer Tenant

LTB-L-084697-25 – L1 Application

Angelina Maltese (the 'Landlord') applied for an order to terminate the tenancy and evict Malanae Harmer (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

LTB-T-070026-25 – T6 Application

Malanae Lynn Harmer (the 'Tenant') applied for an order determining that The Estate of Nina Maltese (date of death 2015), Philippe Hamel (Collecting Rent) and Angela Maltese (Collecting Rent) (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

Mediation was held on January 8, 2026. The following parties participated in the mediation: The Landlord, Angelina Maltese, and the Tenant, Malanae Harmer.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,025.00. It is due on the 1st day of each month.

4. Based on the Monthly rent, the daily rent/compensation is \$33.70. This amount is calculated as follows: \$1,025.00 x 12, divided by 365 days.
5. The rent arrears owing to January 31, 2026 are \$6,150.00.
6. The Landlord incurred costs of \$186.00 for filing the application.
7. The Landlord agrees to waive all arrears and costs associated with this application.
8. There is no last month's rent deposit.
9. The Landlord will waive the rent that will come due and owing for the month of February, 2026.
10. The Landlord does not hold a rent deposit for this unit.
11. The Tenant is responsible for paying any amounts owed for utilities, specifically gas and electric at the rental unit.
12. This Order represents a full and final settlement of all issues related to this tenancy.
13. Applications LTB-L-084697-25, and LTB-T-070026-25 are combined for the purpose of this order.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 7, 2026.
2. If the unit is not vacated on or before February 7, 2026, then starting February 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 February 8, 2026.
4. If the unit is not vacated on or before February 7, 2026, the Tenant shall pay the Landlord compensation of \$33.70 per day for the use of the unit starting February 8, 2026, until the date the Tenant moves out of the unit.
5. This Order on Consent is in full and final settlement of the L1 application, LTB-L-084697-25 and the T6 application, LTB-T-070026-25

January 13, 2026

Date Issued

Ryan Gacnik

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 8, 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.