



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096832-25

In the matter of: 4, 16 SARAH CRES
CHATHAM ON N7M5P9

Between: 1516 Sarah Cres Inc. Landlord

And

Danielle Diana Turato-Belland Tenant

1516 Sarah Cres Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Danielle Diana Turato-Belland (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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

1516 Sarah Cres Inc. (the 'Landlord') also applied for an order requiring Danielle Diana Turato-Belland (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The application was scheduled to be heard on January 5, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Christine Leitch.

The Landlord's Representative, Marc Hooper, the Landlord's Agent, Sarah Molnar, and the Tenant were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

The parties agreed to the following:

1. The Landlord will enter the unit for the purpose of carrying out an inspection of the unit on Monday January 12, 2026 between 2:00pm and 4:00pm.
2. The parties agree the Tenant will not rent out any room within the unit without the permission of the Landlord.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Within 7 days of the date of the hearing the Tenant shall board up all windows that require a repair and/or replacement.
3. Within 45 days of the date of the hearing the Tenant shall repair and/or replace all damaged windows to a professional standard.
4. Within 30 days of the date of the hearing the Tenant shall repair and/or replace the door and doorframe giving entry to the unit to a professional standard.
5. Within 7 days of the date of the hearing the Tenant shall remove from all common areas the fridge at the exterior of the property, all garbage, and the makeshift shed.
6. The Tenant shall bring their utility account into good standing within 3 days of the hydro company's inspector attending the unit.
7. The Landlord shall contact the utility company to request an inspector to attend within a reasonable amount of time. Should no action be required on behalf of the Landlord to have the utility company's inspector attend the unit, the Tenant shall bring their utility account into good standing within 14 days of the date of the hearing.
8. The Tenant, guests of the Tenant, and or any occupants shall refrain from any excessive noise for a period of 1 year beginning January 6, 2026.
9. The Tenant shall ensure that no guests of the Tenant loiter in the common areas for a period of 1 year beginning January 6, 2026.
10. The Tenant shall ensure there are no instances in which the Tenant is involved, that result in police presence for a period of 1 year beginning January 6, 2026.
11. The Tenant shall not purposefully light any fires outdoors or indoors for a period of 1 year beginning January 6, 2025.
12. The Tenant shall maintain the unit to a state of ordinary cleanliness and clear from garbage for a period of 1 year beginning January 6, 2026.
13. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 12 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act')

for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

14. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
15. The Tenant shall pay the amount set out in paragraph 14 in accordance with the following schedule:
 - a) \$31.00 in full on or before the first day of each month beginning February 1, 2026 up to and including August 1, 2026.
16. If the Tenant does not make the required payment in accordance with paragraph 15 of this order, the full amount owing under paragraph 14 of this order will immediately become due and owing to the Landlord and the Tenant will start to owe interest. This will be simple interest calculated from the date of breach at 4.00% annually on the balance outstanding.

January 19, 2026
Date Issued

Christine Leitch
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.