



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-086687-25
LTB-L-000185-26

In the matter of: 216 WELLINGTON ST E
SAULT STE. MARIE ON P6A 2L5

Between: TERRY ANN MACKEY Landlord

and

CHRISTIANA PAETZOLD Tenants
DYLAN MATTE

TERRY ANN MACKEY (the 'Landlord') applied for an order to terminate the tenancy and evict CHRISTIANA PAETZOLD and DYLAN MATTE (the 'Tenants') because:

- The Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant, and;
- The Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

TERRY MACKEY (the 'Landlord') also applied for an order requiring DYLAN MATTE and CHRISTIANA PAETZOLD (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

The parties attended a videoconference hearing scheduled for the L2/N5 application – LTB-L-086687-25 on January 12, 2026 where the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Denise Hannivan. The second L2/N5 application LTB-L-000185-26 was brought forward and was also mediated with the consent of the parties.

The Landlord, the Landlords' Representative Nathan Chevalier, the Tenants, and Tenant Christiana Paetzold's unlicensed Representative Amanda Holmberg participated in the mediation.

As a result of the mediation, the parties requested an order on consent to resolve all matters related to both applications. I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on both applications.

Agreed facts:

- 1) The current rent is \$1,350.00. It is due on the last day of each month.
- 2) Based on the monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12 months, divided by 365 days.
- 3) The Landlord incurred costs of \$186.00 each for filing the applications and is entitled to reimbursement of those costs. However, the Landlord is waiving collection of these costs.
- 4) There is no last month's rent deposit.
- 5) The Landlord waives collection of all damages.
- 6) The Landlord will provide a neutral reference letter for Tenant Christiana Paetzold stating that Christiana Paetzold has been an acceptable tenant and paid full rent on time.
- 7) The Landlord will also return to Tenant Christiana Paetzold her wedding dress and veil.
- 8) Tenant Representative Amanda Holmberg will pick-up the letter, the dress, and the veil from the Landlord's home on Wednesday, January 14, 2026 at 6pm.
- 9) This tenancy is terminated in a non-voidable manner and the Tenants will move out by March 31, 2026. If the Tenants move out by March 31, 2026, the Landlord will waive rent for February 2026 and March 2026.
- 10) Upon vacating the unit, the Tenants will leave the rental unit keys in the Landlord's mailbox.
- 11) This order deals with all issues related to the tenancy to today's date.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenants is terminated. **The Tenants must move out of the rental unit on or before March 31, 2026.**
2. If the unit is not vacated on or before March 31, 2026, then the Tenants shall pay the Landlord rent for February and March 2026 totalling \$2,700.00 on or before April 1, 2026.
3. If the Tenants do not vacate the unit by March 31, 2026, the Tenants shall also pay the Landlord's compensation of \$44.38 per day for the use of the unit starting April 1, 2026 until the date the Tenants move out of the unit.
4. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

5. 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 April 1, 2026.
6. This order is in full and final settlement of both applications and of *all* issues related to this tenancy up to January 12, 2026.

January 15, 2026
Date Issued

Denise Hannivan
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 of the Tenants expires on October 1, 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.