



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086885-25

In the matter of: 3, 497 WOOLWICH ST
GUELPH ON N1H3X9

Between: Robmas Inc. Landlord

And

Tammy Michelle Fox Tenant
Steven James Guthrie

Robmas Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tammy Michelle Fox and Steven James Guthrie (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.

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

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants' conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

The application was heard by videoconference on January 12, 2026. The Landlord's legal representative Daria Berezowska, the Landlord's agents Anna Sulikowska and Paulina Anderson, Tenant Tammy Michelle Fox's legal representative Britney Rodgers, the Tenant Tammy Michelle Fox, and the Tenant's support person Ryan Laser attended the hearing. Tenant Tammy Michelle Fox confirmed that she had authorization to act on behalf of Tenant Steven James Guthrie.

Before the start of the hearing, the parties advised that they had reached an agreement. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. In addition to providing the Tenants with written 24-hour notice of entry, the Landlord agrees to contact the Tenants by telephone 48-hours in advance of any scheduled unit inspections.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. For a period of 24-months starting January 13, 2026 and continuing to January 12, 2028, the Tenants shall abide by the following conditions:
 - a. The Tenants shall refrain from smoking in the rental unit or anywhere in the residential complex; and
 - b. The Tenants shall abide by all provincial and municipal statutes, including not smoking within 9 metres of the building entrance.
3. For a period of 12-months starting January 13, 2026 and continuing to January 12, 2027, the Tenants shall abide by the following conditions:
 - a. The Tenants shall not engage in aggressive behaviour towards the Landlord, the Landlord's agent(s), or the Landlord's staff. This behaviour includes yelling, screaming, and name calling.
 - b. The Tenants shall maintain the unit in a state of ordinary cleanliness.
 - c. The Tenants shall permit the Landlord access to the rental unit for the purposes of conducting inspections every 3 months, upon receiving written 24-hour notice.
 - d. The Tenants shall clear any tripping hazard items from the entrance island to the unit by January 23, 2026.
 - e. Commencing January 23, 2026, the Tenants shall not store any items in the front entrance area.
4. The Tenants shall pay to the Landlord the amount of \$3,785.50, representing the Landlord's out-of-pocket expenses that are the result of the Tenants' conduct.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:
 - A payment of \$39.00 on or before May 5, 2026; and
 - payments of \$75.00 on or before the 5th day of each month starting June 5, 2026, and continuing each month until June 5, 2030; and
 - a final payment of \$71.50 on or before July 5, 2030.

6. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, and 5 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.
7. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The Tenants shall pay to the Landlord the application filing fee amount set out in paragraph 7 in accordance with the following schedule:
 - a payment of \$75.00 on or before March 5, 2026; and
 - a payment of \$75.00 on or before April 5, 2026; and
 - a final payment towards the application filing fee of \$36.00 on or before May 5, 2026.
9. If the Tenants do not make any of the required payments pursuant to paragraph 8 in full and by the applicable deadline, the Tenants will start to owe interest. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.

January 21, 2026
Date Issued

Sandra Sabourin
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.