



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086731-25

In the matter of: 2, 320 KERR ST OAKVILLE ON L6K3B5

Between: Kerr Plaza Corp. Landlord

and

JANET LIMA Tenant

Kerr Plaza Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict JANET LIMA (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled to be heard by videoconference on February 3, 2026. Instead, the Landlord's Legal Representative Emanuel Rojas, the Tenant, and the Tenant's Outreach Worker Yuxin Li of Summit Housing & Outreach Programs engaged in private settlement discussions. Parties reached an agreement and requested an order on consent to resolve the application. Terms of the agreement were confirmed and consented to via email on January 21, 2026.

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. For a period of 12 months the Tenant shall:
 - allow inspections of the rental unit, once every 2 months, as long as the Landlord has provided written 24-hour notice, and shall not cancel, delay, or interfere with scheduled inspections or treatments
 - agree to allow photographs to be taken during inspections
 - agree not to deny access to any part of the rental unit during inspections
 - fully cooperate with all pest-control preparations, inspections, and treatments
 - remove trash and household waste at regular intervals so that no buildup occurs and no conditions are created that attract pests. This includes loose cardboard boxes and scattered belongings, as well as any items that serve no reasonable purpose, are inoperable, are borderline refuse, or contribute to clutter, unsanitary conditions, or pest activity

- allow full access to all walls and baseboards, with a minimum six-inch gap in front of all walls for pest-control purposes
 - fully clear and declutter all bedrooms, the kitchen, breakfast area, washroom, living room, and hallways in such a manner that does not block egress, impede fire safety, or obstruct safe movement within the unit
 - not leave food, crumbs, liquids, beverages, beverage containers, or any similar attractants exposed within the rental unit. All food and waste must be properly stored in sealed containers, and trash containers must remain closed at all times
 - not permit food, liquids, or other materials to spoil, rot, or remain in the unit in a manner that creates or promotes odors. The Tenant shall take reasonable steps to prevent odors from developing in the rental unit
 - ensure that radiators remain clean and free of grease, residue, or food splatter. Radiators are not permitted to be covered in grease or buildup that may contribute to pest activity or interfere with proper heating
3. The Tenant shall pay to the Landlord \$186.00, for the cost of filing the application.
 4. The Tenant shall pay the amount owing in paragraph 3 as follows:
 - \$30.00 monthly, payable on or before the 1st day of each month for 5 months, beginning February 2026 up to and including June 2026
 - \$36.00 payable on or before July 2026
 5. If the Tenant fails to make any of the payments, then the outstanding balance becomes immediately due and payable and the balance will begin to accrue interest. This will be simple interest calculated at the post-judgment interest rate determined under paragraph 207(7) of the Residential Tenancies Act, 2006 starting the day after the date of default.
 6. If the Tenant fails to comply with the conditions set out in paragraph 2 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 hearing scheduled on February 3, 2026, is cancelled.

January 22, 2026
Date Issued

Lindsay Phomin
Hearings Officer, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.