



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-091248-25

In the matter of: 511, 99 LAKE SHORE BLVD E
TORONTO ON M5E0H3

Between: Lido at Sugar Wharf C/O Landlord
Element Property Management Inc.

And

Tajon Chin Tenant

Lido at Sugar Wharf C/O Element Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Tajon Chin (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.

The Landlord also applied for an order requiring 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 parties attended a hearing on January 22, 2026, by video conference where the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Diego Fernandez-Stoll.

The Landlord Donalda Stevens, the Landlord's legal representative Arashdeep Grewal and the Tenant Tajon Chin, participated in the mediation. The Tenant spoke with Tenant Duty Counsel before the start of mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent.

I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed that:

1. The Tenant has already compensated the Landlord for the damages to the Closet door (Master bedroom) and the door to the second bedroom.

On consent of the parties, it is ordered that:

1. The Tenant shall pay to the Landlord \$736.00 in resolution of the Landlord's claim for damages to the bathroom door and costs.
2. The Tenant shall pay to the Landlord the amount in paragraph 1, in accordance with the following schedule:
 - a) \$245.00 on or before February 15, 2026
 - b) \$245.00 on or before March 15, 2026
 - c) \$246.00 on or before April 15, 2026
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the outstanding balance of any amounts to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and 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.

January 29, 2026

Date Issued

Diego Fernandez-Stoll

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.