



**Order under Section 69 / 88.2 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-056839-25

In the matter of: 35 WINTERBERRY DR
WHITBY ON L1R1Z2

Between: Yang Gao Landlord

And

Danis Fernandez Tenant
Alba Fernandez

Yang Gao (the 'Landlord') applied for an order to terminate the tenancy and evict Danis Fernandez and Alba Fernandez (the 'Tenant') because:

- 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

Yang Gao (the 'Landlord') applied for an order requiring Danis Fernandez and Alba Fernandez (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.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The application was scheduled to be heard by video conference on January 21, 2026. The Landlord and the Tenants were present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. 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.

The Parties agreed:

- a. The Landlord gave the Tenant an N5 Notice of Termination.
- b. The Tenant was in possession of the rental unit on the date the application was filed.

- c. The Tenant has agreed to pay the Landlord \$400.00 for the repair or replacement of the living room floor. This payment will be provided to the Landlord on or before February 21, 2026. The Landlord will replace or repair the floor within 3 months of April 21, 2026.
- d. The Tenant has agreed to paint the kitchen cupboards.
- e. The Tenant will provide the Landlord with replacement window blinds. The Tenant will then, use their own window coverings.
- f. The Tenant has indicated that they have removed doorknobs for a safety/ medical issues. The Tenant will keep these doorknobs in safekeeping and replace them upon the end of the tenancy.
- g. The Tenant will also make further repairs to the kitchen ceiling, basement ceiling, basement door, basement trim, and laundry room door.
- h. The Tenant will have these repairs completed by April 21, 2026. After that date, the Landlord will schedule a follow up inspection.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - The Tenant shall pay the Landlord \$400.00 on or before February 21, 2026, for the repair of the living room floor.
 - The Tenant shall assess if there is water damage to the kitchen ceiling and do the required repairs to remediate such damage. The Tenant will repair the kitchen ceiling.
 - The Tenant shall replace the basement door and trim to correct any water damage.
 - The Tenant shall replace the foam ceiling tiles in the basement.
 - The Tenant shall replace the laundry room door.
 - The Tenant shall provide the Landlord with replacement blinds.
 - The Tenant shall complete these repairs by April 21, 2026.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.

January 30, 2026
Date Issued

Helen Giannini
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.