



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

File Number: LTB-L-083981-25

In the matter of: 1502, 111 MARKET ST
HAMILTON ON L8R3K2

Between: Ringare Investments Limited c/o Realstar Corp. Landlord

And

Bruce Clinton Tenants
Linda Clinton

Ringare Investments Limited c/o Realstar Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Bruce Clinton and Linda Clinton (the 'Tenants') because:

- the Tenants, 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 Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex has willfully or negligently caused damage to the premises.
- the Tenants, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.
- the Tenants, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

Ringare Investments Limited c/o Realstar Corp. (the 'Landlord') also applied for an order requiring Bruce Clinton and Linda Clinton (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.

This application was heard by videoconference on January 27, 2026.

The Landlord's agent Marilyn Peacock Ellsworth, the Landlord's representative Martin Zarnett, the Tenants attended the hearing. Jason Clinton attended as support for the Tenants.

At the hearing, the parties consented to the following order.

It is ordered on consent that:

1. Neither the Tenants, their occupants nor guests shall willfully damage the residential complex or rental unit for the remainder of the Tenancy.
2. The Tenants shall pay to the Landlord \$1,539.18, which represents the reasonable costs of repairing the damage as follows:
 - \$256.53 on the first of each month with the lawful monthly rent, beginning February 1, 2026 to and including July 1, 2026.
3. The Landlord waives filing fee cost for this application.
4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period from February 1, 2026 to and including July 1, 2026, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fail to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenants to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after January 31, 2026.
6. If the Tenants fail 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, provided that the Landlord has brought this application on or before January 27, 2028. 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.

February 2, 2026

Date Issued

Julie Broderick

Member, 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.