



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

File Number: LTB-L-053578-25

In the matter of: 9, 322 SCHLUETER ST
CAMBRIDGE ON N3H4B7

Between: Brad Totzke Landlord

And

Sandra Pilkey Tenant

Brad Totzke (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Pilkey (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.

Brad Totzke (the 'Landlord') also applied for an order requiring Sandra Pilkey (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 scheduled to be heard by videoconference on January 22, 2026.

The Landlord attended with Legal Representative Brittany Colley.

The Tenant attended with Legal Representative, Danielle Kimmel.

The Legal Representative of the Landlord and Tenant attended mediation on January 30, 2026, to finalize the terms of the agreement.

The parties mutually agreed to resolve all the issues in the application and requested an order on consent confirming their agreement. I am satisfied that the parties understood the terms and consequences of their consent as set out in the order below.

The Parties agree that:

1. The Landlord shall replace the floors in the Kitchen, hallway, linen closet, and washroom, including any subflooring or underlay, by March 31, 2026.
2. The landlord acknowledges that, during the flooring replacement, there may be clutter in the unit. The landlord agrees that the clutter shall not constitute grounds for enforcing the existing order. The tenant shall ensure that all clutter is removed promptly upon completion of the flooring.
3. If the Landlord fails to complete the flooring replacement by March 31, 2026, the Tenant will have no obligation to pay the outstanding damages for the flooring.
4. The Landlord acknowledges the accommodation request of the tenant and shall provide the Tenant with at least 48-hours notice of entry, except in cases of emergency.

It is ordered on consent that:

1. The Tenant shall pay to the Landlord \$6,500.00, which represents the reasonable costs of repairing damages/replacing the damaged property.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule
 - \$540.00 on or before the last day of each month commencing February 28, 2026, and for the next 11 months up to and including December 31, 2026; and
 - \$560.00 on or before January 31, 2027.
3. If the Landlord does not complete the flooring replacement in the rental unit on or before March 31, 2026, the Tenant shall have no obligation to pay the Landlord any outstanding amount in accordance with paragraph 2 relating to the costs described in paragraph 1 of this order.
4. The Tenant shall ensure they promptly clean up and dispose of any pet urine and feces in the rental unit within 30 days from the date of this order.
5. On or before April 30, 2026, the Tenant shall declutter the rental unit, ensuring that all access ways remain free of obstruction and fully accessible, and no boxes or other items are placed on or against the heating radiators.
6. The Tenant shall ensure that neither they nor their occupants or guests substantially interferes with the Landlord and other Tenants' reasonable enjoyment and/or lawful right, privilege, or interest, for a 12-month period commencing April 30, 2026, including:
 - a) Ensuring they promptly clean up and dispose of any pet urine and feces at all times.

- b) Ensuring their pets are taken outside the unit and residential complex for urination or defecation.
 - c) Decluttering of the rental unit, ensuring that all access ways remain free of obstruction and fully accessible, and no items are placed on or against the heating radiators.
 - d)) Maintaining the rental unit in a reasonable and ordinary state of cleanliness, including but not limited to proper and regular garbage disposal, routine cleaning of the kitchen counters, bathroom, and floors, and wiping surfaces and walls to remove food, debris, and grime
7. If the Tenant fails to comply with the conditions set out in paragraphs 4, 5, and 6 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.

February 5, 2026
Date Issued

Eno Ubia
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.