



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-086735-25

In the matter of: 506, 1 HAMILTON ST S
WATERDOWN ON L8B1A6

Between: Victoria Park Community Homes

Landlord

And

Nardon Levy
Dianiam Levy

Tenants

Victoria Park Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Nardon Levy and Dianiam Levy (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remain in the unit after the termination date.

The application was heard by videoconference on February 3, 2026. The Landlord's legal representative Patrick Langille, the Landlord's agent Anglea Akbari, the Tenants' legal representative Ashley Wilson, and the Tenants attended the hearing.

At the hearing, the parties engaged in mediation. 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.

Agreed Facts:

1. The parties agree that the adjudicator denied the parties' request for an adjournment on consent.
2. The parties agree that the Tenants have medical disabilities that require accommodation under the *Human Rights Code*.
3. The Landlord agrees to obtain contactor quotes to clean the unit and dispose of any garbage and/or debris. The Landlord agrees to provide the quotes to the Tenants on or before February 10, 2026.

4. The Tenants agree to provide a response to the Landlord on or before February 12, 2026, to specify whether they wish to hire the Landlord's contactors.
5. If the Tenants choose to hire the Landlord's contactors, the Landlord agrees to pay one third of the total contractor costs for cleaning the unit and disposing of debris from the unit. The Tenants agree to pay two thirds of the total contractor costs.
6. If the Tenants choose to hire the Landlord's contactors, the parties agree that the Landlord will pay the contractors directly and the parties will develop a payment plan to reimburse the Landlord for the Tenants' two-thirds share of the total cost.
7. The Tenants agree to store any items that are not garbage in plastic bins during the contractor's cleaning, for the purposes of distinguishing these items from garbage.
8. The Landlord agrees to waive the application filing fee.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below for a period of 12-months, starting March 1, 2026 and continuing to February 28, 2027.
2. The Tenants shall restore the rental unit to an ordinary state of cleanliness by March 1, 2026, and maintain the unit in a state of ordinary cleanliness, to permit pest control treatments for bed bugs.
3. The Tenants shall dispose of and clean the unit of all old food items.
4. The Tenants shall prepare their unit to the standard required by the pest control company, upon receiving one-week written notice of entry for the purpose of conducting a pest control treatment.
5. Upon receiving 72-hour written notice of entry, once every three months, the Tenants shall allow the Landlord entry into the unit for the purposes of inspection and re-inspection.
6. If the Tenants fail to comply with the conditions set out in paragraphs 2, 3, 4, and 5 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 Tenants. 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 Tenants.

February 11, 2026
Date Issued

Sandra Sabourin
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.