



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-089025-25

In the matter of: 35 CHAMNEY CRT
BRAMPTON ON L6W3S1

Between: Peel Housing Corporation o/a Peel Living Landlord

And

Donnette Bess Tenant

Peel Housing Corporation o/a Peel Living (the 'Landlord') applied for an order to terminate the tenancy and evict Donnette Bess (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

This application was heard by videoconference on January 29, 2026. Before the start of the hearing the Landlord, Gabriela Stoica, the Landlord's Agent, Farah Panchbhaya, and the Tenant's Representative, Claudette Clarke, advised that the parties had reached an agreement. Jason Bourne has authorization to consent on behalf of all Tenants.

The parties requested that Dispute Resolution Officer (DRO) Sumathi Dhanapal provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application.

I am satisfied that the parties understand the terms and consequences of their consent.

Agreed Facts:

1. The parties agree to remove "Elizabeth Pobee" and "Abigail Pobee" from the application.
2. The Landlord agrees to provide the Tenant with receipts as proof of payment for damage payments.
3. The parties agree and acknowledge the unit has been clean and decluttered as of January 12, 2026.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
2. The Tenant shall ensure that the rental unit is maintained in a clean condition, free from clutter, resolving the issues that led to the service of the N5 notice of termination.
3. The Tenant shall refrain from causing further damages to the unit, including, but not limited to:
 - Damages to the walls,
 - Floors,
 - Doors,
 - Fixtures,
 - And/or appliances.
4. The Tenant shall not deny entry into the unit when a Notice of Entry is issued with sufficient notice by the Landlord
5. The Tenant shall pay to the Landlord \$2,000.00 for damages and the costs of filing the application.
6. The Tenant shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
 - A. \$100.00 on or before the 20th day of each month for a period of 20 months commencing February 20, 2026, up to and including September 20, 2027, to satisfy the arrears.
7. If the Tenant fails to comply with the conditions set out in paragraph 2, 3, 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 11, 2026

Date Issued

Sumathi Dhanapal

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.