



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-096200-25

In the matter of: 303, 341 TRAYNOR AVE
KITCHENER ON N2C 2H4

Between: Greenwin Corp. Landlord

And

Jesse Egerdee Tenant

Greenwin Corp. (the 'Landlord') applied for an order to terminate the tenancy and evict Jesse Egerdee (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring 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.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

This application was scheduled for a merits hearing, via video conference, on February 10, 2026 and was mediated by Susan Parsons, a Dispute Resolution Officer/Hearings Officer with the Landlord and Tenant Board. The Tenant and the Landlord's Legal Representative, Kundai Govereh, attended.

The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

Agreed Facts:

- a. The parties agreed that the amount owing to the Landlord for damages is an agreed-to lowered amount;
- b. The Tenant paid \$450.00 towards the damages prior to the hearing date (February 10, 2026) and this has been applied to the amount owing;
- c. The Landlord is waiving \$326.47 of the full cost of the damages.

On consent of the parties, it is ordered that:

1. The Tenant shall pay to the Landlord \$1 018.47, representing an agreed-to lowered amount owing for the damages claimed in the application.
2. The Tenant shall pay the amount owing, as per paragraph 1 above, as follows:
 - a. Commencing March 20, 2026, the Tenant shall pay \$170.00 on or before the twentieth (20th) day of each and every month until the amount owing is paid in full.
 - b. The final payment shall occur on or before August 20, 2026 and will be in the amount of \$168.47.
3. The Tenant, any occupants and/or guests will not cause any damage in the rental unit and/or residential complex.
4. The Tenant, any occupants and/or guests shall conduct themselves in a civil manner towards any Landlord staff and other tenants.
5. The Tenant, any occupants and/or guests will not smoke in the rental unit or common areas of the residential complex.
6. The Tenant, any occupants and/or guests will not willfully and negligently cause any clogs in the bathtub or sinks.
7. Commencing March 1, 2026, the Tenant, any occupants and/or guests will not throw objects from the balcony of the rental unit.
8. Any objects thrown from the balcony between the hearing date (February 10, 2026) and February 28, 2026 shall be immediately picked up.

9. If the Tenant fails to meet the terms, as per paragraphs 1 – 8 above, in this Order, the Landlord may apply under section 78 of the Residential Tenancies Act, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's failure to meet this term.
10. The Tenant shall pay the \$186.00 filing fee on or before September 20, 2026. Simple Interest will be calculated (Courts of Justice Act) on any balance outstanding commencing September 21, 2026.

February 13, 2026

Date Issued

Susan Parsons

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.