



Order under Section 78(6) Residential Tenancies Act, 2006

File Number: LTB-L-012662-26

In the matter of: Q64, 5110 WYANDOTTE ST E
WINDSOR ON N8S1L2

Between: Riverdale Manor Property Management Inc. Landlord

And

Rachel Lemieux Tenant

Riverdale Manor Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Rachel Lemieux (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on August 19, 2025, with respect to application LTB-L-030433-25.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following condition specified in the order:

The Tenant failed to refrain from causing excess noise at the residential complex, an allegation outline in the prior N5 notice. The noise disturbances were reported as originating from the rental unit and supported by videos produced by the Landlord:

- **On January 13, 2026 – loud yelling, stomping, dragging of heavy objects across the floor;**
- **On January 20, 2026 – yelling, screaming, swearing and stomping between occupants of the rental unit;**
- **January 22, 2026 – yelling in hallway was heard while leaving the rental unit;**
- **January 23, 2026 – yelling, screaming, and stomping heard;**
- **January 26, 2026 – loud stomping, yelling, screaming, and sounds of a person crying in distress;**
- **January 28, 2026 – loud, stomping, screaming, and multiple people heard running through the rental unit; and**

- **January 29, 2026 – yelling and derogatory comments towards’ a neighbouring tenant which was reported outside the neighbouring tenant’s door.**

3. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$47.37. This amount is calculated as follows: \$1,440.93 x 12, divided by 365 days.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2026.
4. The Landlord owes the Tenant \$1,444.91*. This amount represents the rent deposit and interest the Landlord owes on the rent deposit.
5. However, the Landlord is authorized to deduct the following from the amount the Landlord owes the Tenant: \$47.37 per day for compensation for the use of the unit starting February 18, 2026, to the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order

February 17, 2026
Date Issued

Kimberly Parish
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until February 27, 2026 to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by February 27, 2026 the order will be stayed and the LTB will schedule a hearing.

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Summary of Calculation**Amount the Tenant must pay the Landlord:**

Reason for amount owing	Period	Amount
Less the rent deposit:		-\$1,440.93
Less the interest owing on the rent deposit	January 1, 2026 to February 17, 2026	-\$3.98
Plus daily compensation owing for each day of occupation starting February 18, 2026		\$47.37 (per day)
Total the Tenant must pay the Landlord:		-\$1,444.91 + \$47.37 per day starting February 18, 2026