



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

**File Number:** LTB-L-094654-25

**In the matter of:** 2, 542 BARTON ST E  
HAMILTON ON L8L2Z1

**Between:** Dale Maingot Landlord

**And**

Brandon Johnson Tenant

Dale Maingot (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Brandon Johnson (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; and
- the number of persons living in the unit on a continuing basis is more than permitted by health, safety or housing standards;

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 application was scheduled to be heard by video conference on February 12, 2026. The Landlord was present and self-represented. The Tenant was present. The Tenant's support worker, Debbie Carey, represented the Tenant.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and

Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The current lawful monthly rent is \$1,100.00. It is due on the 1<sup>st</sup> of each month.
- b. Based on the monthly rent, the daily compensation is \$36.16. This amount is calculated as follows: \$1,100.00 x 12 months, divided by 365 days.
- c. The Landlord collected a rent deposit of \$1,100.00 from the Tenant and this deposit is still being held by the Landlord.
- d. Interest on the rent deposit, in the amount of \$20.13 is owing to the Tenant for the period from April 1, 2025 to February 12, 2026.

**On consent of the parties, 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. If the Tenant does not vacate the unit on or before February 28, 2026, then the Tenant shall pay the Landlord compensation of \$36.16 per day for the use of the unit starting March 1, 2026 until the date the Tenant moves out of the unit.

**February 24, 2026**

**Date Issued**

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Joanne Lolato

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant 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.