



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-096392-25 and LTB-L-001554-26

In the matter of: 1008, 100 MAIN ST E
HAMILTON ON L8N3W4

Between: Interrent Holding Manager LP Landlord

And

Ingrid Amaya Tenant

Interrent Holding Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Ingrid Amaya (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.

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 to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes.

These applications were mediated by videoconference on February 18, 2026. Paralegal, Daniel Abraham, attended on behalf of the Landlord. The Tenant attended along with Justin Middleton, as support/representative/occupant. After reviewing the paperwork and having a lengthy discussion, the parties reached a settlement and requested a consent order. I was satisfied the parties made informed decisions, understanding the terms and consequences.

Agreed upon information:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.

3. The current rent is \$1,280.24. It is due on the 1st day of each month.
4. Based on the monthly rent, the daily rent/compensation is \$42.09. This amount is calculated as follows: $\$1,280.24 \times 12$, divided by 365 days.
5. The rent arrears owing to February 28, 2026 are \$1,012.43.
6. The Landlord served the Tenant with a Notice to End Tenancy because of serious interference and damages in the amount of \$33,039.47 (N5 Notice).
7. The Landlord incurred costs of \$186.00 for filing each application and is entitled to reimbursement of those costs.
8. Accordingly, for the period ending February 28, 2026, the Tenant owes the Landlord \$34,423.92 ($\$1,012.43 + \$33,039.47 + \372.00).
9. The parties agree to terminate the tenancy effective June 30, 2026. The Tenant agrees on or before June 30, 2026, to: (1) voluntarily move out of the unit (2) take all her personal belongings from the unit and from the storage area, including her own garbage (3) leave the unit in a condition similar to the condition of the unit as at to-days date, February 18, 2026 and (4) return the unit keys of the Landlord, by hand delivering them to an onsite Landlord staff member. The Tenant will obtain written confirmation from the Landlord's staff that the unit key(s) were returned on or before June 30, 2026.
10. The parties will arrange a joint inspection of the unit within 7 days from todays date, February 18, 2026, to document the current condition of the unit.
11. The Tenant has the option to move out of the unit before June 30, 2026, providing the Tenant emails the Landlord a minimum of 7 days before the move out date. The Tenant is only responsible to pay rent for each day of occupancy.
12. The Tenant (justin.middleton8969@gmail.com) can reach out to the Landlord by email to Paralegal, Daniel Abraham dabraham@mathers-prior.ca or Team Lead, Julie Best Julie.best@irent.com, if needed.
13. Conditional upon the Tenant vacating the unit and returning the unit keys to the Landlord, on or before June 30, 2026, the Landlord will waive the total amount owing (\$34,423.92) to February 28, 2026. If the Tenant does not move out of the unit and return the unit keys to the Landlord on or before June 30, 2026, the Tenant will owe the Landlord \$34,423.92 by June 30, 2026 with interest provisions commencing July 1, 2026.
14. To clarify, commencing March 1, 2026, the Tenant is responsible to pay the monthly rent for the balance of the tenancy as it become due. If not, the Landlord may proceed with legal action which may result in the tenancy ending earlier than June 30, 2026.
15. There is a last month's rent deposit/interest in the amount of \$1,280.24. The deposit/interest must be applied to the last month of the tenancy.
16. This resolves all the issues between the parties. The parties will not file any further applications or complaints with the Landlord and Tenant Board or any other court, jurisdiction or entity regarding this tenancy an/or these relationships.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated, effective June 30, 2026. The Tenant must move out of the unit on or before June 30, 2026.
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1 2026.
4. If the unit is not vacated on or before June 30, 2026, the Tenant shall pay the Landlord compensation of \$42.09 per day for the use of the unit starting July 1, 2026, until the date the Tenant moves out of the unit.
5. The Tenant owes the Landlord rent arrears of \$1,012.43 plus filing costs of \$372.00 plus claimed damages of \$33,039.47 totalling \$34,423.92 for the period ending February 28, 2026.
6. If the unit is not vacated on or before June 30, 2026, the Tenant shall pay the Landlord \$34,423.92 by June 30, 2026 with interest provisions commencing July 1, 2026 at the post judgement interest rate of 4.00% annually on the balance outstanding.
7. If the unit is vacated on or before June 30, 2026, the Landlord will waive the total amount owing by the Tenant to the Landlord (\$34,423.92) for the period ending February 28, 2026.
8. Commencing March 1, 2026, the Tenant shall pay the Landlord the monthly rent (equivalent daily compensation: \$42.09) until the Tenant moves out of the unit. The Landlord shall apply the Last Month's deposit/interest (\$1,280.24) to the last month of the tenancy.
9. This resolves all issues/matters between the parties.

March 11, 2026

Date Issued

Shawn Hayman

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 expires on November 30, 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.