



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

File Number: LTB-L-097136-25

In the matter of: 112, 54 CENTRE ST N
OSHAWA ON L1G4B5

Between: Canadian Mental Health Association Durham
(CMHA Durham) Landlord

And

David Rhynold Tenant

Canadian Mental Health Association Durham (CMHA Durham) (the 'Landlord') applied for an order to terminate the tenancy and evict David Rhynold (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.

Canadian Mental Health Association Durham (CMHA Durham) (the 'Landlord') also applied for an order requiring David Rhynold (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 heard by videoconference on February 19, 2026. The Landlord's legal representative, Heather Butt, the Landlord's agent, Hayley Ruddy, the Tenant's support person, Morgan Parnell, and the Tenant were in attendance.

The parties elected to participate in Landlord and Tenant Board (LTB) facilitated mediation with the assistance of Dispute Resolution and Hearings Officer, Sonja Hudson.

At the hearing, the parties consented to the following order.

I was satisfied the parties understood the consequences of their consent.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant agrees to abstain from the behaviours outlined in the N5 notice, including but not limited to the following:
 - a) Walking inside or around the residential complex nude; AND
 - b) Smoking inside the unit or inside commons areas of the residential complex; AND
 - c) Excessively knocking on other residence unit doors or exterior windows.
3. The Tenant agrees to maintain the unit in state or ordinary cleanliness for the period of one year starting April 1, 2026, through to and including March 31, 2027. The state of cleanliness includes but is not limited to the following:
 - a) Cleaning of kitchen cabinets, kitchen countertop, kitchen appliances and bathroom surfaces; AND
 - b) Disposing of garbage and recycling appropriately; AND
 - c) Not having open food present within the unit; AND
 - d) Not having dirty dishes left within the unit; AND
 - e) Sweeping the floors, keeping the floors clean and clear of hazards and clutter.
4. The Landlord will inspect the unit for cleanliness monthly, starting in the month of April 2026, with the appropriate notice of entry given to the Tenant and the Tenant's ACT team.
5. The Tenant shall pay to the Landlord \$1,683.25 which represent the Landlord's out of pocket expenses of cleaning fees for the unit, and the \$186.00 filing fee.
6. The Tenant shall pay the amount noted in paragraph 5 to the Landlord as follows:
 - a) \$75.00 on or before the last day of each month for a 22-month period starting in April 2026 through to January 2028 (out of pocket expenses plus filing fee); AND
 - b) \$33.25 on or before February 29, 2028 (out of pocket expenses).
7. If the Tenant fails to comply with the conditions set out in this order, the Landlord may, without notice to the Tenant, apply to the Landlord Tenant Board within 30 days of the Tenant's breach pursuant to section 78 of the *Residential Tenancies Act, 2006*, (the 'Act') for an order terminating the tenancy, thereby evicting the Tenant.

February 25, 2026

Date Issued

Sonja Hudson

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.