



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

File Number: LTB-L-097759-25

In the matter of: 301, 120 WEST RIVER ST
PARIS ON N3L2V1

Between: 2277770 Ontario Inc. Landlord

And

Amanda McNamara Tenant

2277770 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda McNamara (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 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.

The application was scheduled to be heard on February 24, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions and advised that they had reached a settlement to resolve all matters at issue in the application. They requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord's representative, Jackie Struthers, the Landlord's agent, Dave Malcom, the Tenant, the Tenant's spouse, Joseph York, and the Tenant's representative, Ayesha Ashraf, were present.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall ensure that the rental unit is maintained in a state of ordinary cleanliness.
3. The Tenant shall ensure that clutter within the rental unit is kept at an acceptable level.
4. The Tenant shall dispose of all garbage in the rental unit in a proper and timely manner.
5. The Tenant shall immediately clean any pet feces or pet urine in the rental unit.
6. The Tenant shall comply with all pest control instructions or recommendations provided in connection with any notice of pest control treatment to be carried out in the rental unit.
7. The terms set out in paragraphs 2 through 6 of this Order shall remain in effect until **February 28, 2027**.
8. If the Tenant fails to comply with any of the terms as set out in paragraphs 2 through 6 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the Landlord and Tenant Board without notice to the Tenant.
9. The Tenant shall pay to the Landlord the sum of \$2,000.00. This amount represents the reasonable out-of-pocket costs the Landlord will incur to repair or replace the flooring and baseboards in the entrance to the rental unit and to replace the utility room door (\$1,814.00) and the cost of filing the application (\$186.00).
10. The Tenant shall pay to the Landlord the full amount owing as set out in paragraph 9 as follows: \$100.00 on or before the last day of each month for the twenty (20) month period starting March 31, 2026 until October 31, 2027.
11. If the Tenant fails to make any one of the payments in accordance with paragraph 10 of this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 9 of this order shall become immediately due and owing and the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of the Tenant's breach. This application is made to the Landlord and Tenant Board without notice to the Tenant.

February 27, 2026
Date Issued

Nancy Fahlgren
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.