



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

File Number: LTB-L-007884-26

In the matter of: 209, 400 QUEEN ST
DUNNVILLE ON N1A 1J3

Between: Haldimand Norfolk Housing Corporation Landlord

and

Myles Grant Tenant

Haldimand Norfolk Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Myles Grant (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.

Haldimand Norfolk Housing Corporation (the 'Landlord') also applied for an order requiring Myles Grant (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 parties requested mediation via the Online Dispute Resolution tool of the Tribunals Ontario Portal. The application was mediated by videoconference on February 26, 2026 by Denise Hannivan, a Dispute Resolution Officer (DRO) with the Landlord and Tenant Board.

The Landlord's Agent Tricia Feist, the Tenant, and the Tenant's Support Person Nicole Haggith participated in mediation. The Tenant did not receive legal advice about this application.

During mediation the parties reached an agreement and requested an Order on Consent in full and final settlement of the application. I was satisfied that the parties understood the consequences of their consent, including waiving their right to a hearing.

The date noted as the end of the 18 month period referenced as of the date of mediation differs from the date set forth in paragraph 2 of this Order on Consent due to a clerical error in calculation. To rectify this error, the date has been amended to reflect the 18 month period agreed to by the parties. No other terms of this order are impacted by this change.

Agreed Facts:

1. On November 27, 2025, the Landlord gave the Tenant an N5 notice of termination
2. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
3. The total cost of the damage claimed by the Landlord is \$2,634.37. Since the application was filed, the Tenant has paid \$249.69 to the Landlord.
4. The amount the Tenant owes the Landlord for the cost of damage is \$2,384.68.
5. The Landlord agrees to notify the Tenant if the Landlord intends to make an L4 application to the LTB for eviction per the S.78 terms of this order.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of 18 months from February 27, 2026 to August 26, 2027, the Tenant, another occupant of the rental unit, or the Tenant's guests shall not substantially interfere with the Landlord's or another tenant's lawful rights, privileges, and interests and/or reasonable enjoyment of the residential complex. More specifically, the Tenant or another occupant or guest of the Tenant's rental unit shall not engage in the behaviours described in the N5 Notice of Termination dated November 27, 2025, including but not limited to:
 - a. Using the fire extinguisher for any purpose other than for fire suppression;
 - b. Tampering with or disabling any fire safety equipment including but not limited to the building's fire extinguishers, smoke alarms, or door closing apparatus;
 - c. Causing any wilful or negligent damage to the Landlord's property.
3. Additionally, the Tenant shall pay to the Landlord \$ \$2,570.68 representing damages and costs in the following manner:
 - a) \$30.00 per month, on or before the 1st day of every month for 85 payments starting April 1, 2026 up to and including April 1, 2033;
 - b) \$20.68 on or before May 1, 2033, the last payment date, if any amount is still owed.
4. If the Tenant fails to comply with the conditions set out in paragraphs 2 or 3 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.

5. This order is in full and final settlement of this application

March 3, 2026

Date Issued

Denise Hannivan

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.