



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-093997-25

In the matter of: 65 Queen Street
Chesterville ON K0C1H0

Between: SML Properties Inc. Landlord

And

Tanya Pichette Tenant

SML Properties Inc. (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Tanya Pichette (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes (L1 application).

The Landlord also applied for an order to terminate the tenancy and evict 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; and
- 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 (L2 application)

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord 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 (L2 application).

The application was scheduled to be heard by video conference on February 26, 2026. Denis Sabourin, licenced paralegal, represented the Landlord. Manon Kelso, employee of the Landlord, was present. The Tenant attended and was self-represented. The Tenant spoke with Duty Counsel prior to the hearing.

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 Tenant consents to the Landlord's request to amend the Landlord's application by removing Kendra Hodgson and Cory McDonald as Landlords and adding SML Properties Inc. as the Landlord.
- b. The current lawful monthly rent is \$893.03. It is due on the 1st of each month.
- c. There is no last month rent deposit.

It is ordered on consent that:

1. The Landlord's application is amended to change the name of the Landlord from **Kendra Hodgson and Cory McDonald** to **SML Properties Inc.** The contact information for the Landlord is also amended.
2. The Tenant shall pay to the Landlord \$5,544.18. This amount represents \$5,358.18 for arrears of rent up to February 28, 2026, and the \$186.00 application filing fee (costs).
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 of this order on or before April 30, 2026.
4. The Tenant shall pay to the Landlord the lawful monthly rent for March 2026 on or before March 5, 2026.
5. If the arrears have not been paid in full on or before March 31, 2025, then the Tenant shall also pay the April 2026 rent to the Landlord on or before April 1, 2026.
6. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after February 28, 2026.
7. The Landlord will serve a 24-hour notice of entry to the Tenant to inspect the repair/replacement of the bedroom doors.
8. Provided a proper notice of entry is provided, the Tenant shall not refuse entry.

March 5, 2026
Date Issued

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.