



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

File Number: LTB-L-108853-25

In the matter of: 401, 120 COLBORNE ST W
OSHAWA ON L1G7Y8

Between: Gatway Community Homes (Durham) Inc. Landlord

And

Shania Sargent Tenant

Gatway Community Homes (Durham) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Shania Sargent (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.

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

The Landlord further 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.

This application was heard by videoconference on February 24, 2026.

The Landlord's legal representative Crystal Francey, the Landlord's agent Angie Carson, and the Tenant attended the hearing.

The parties agreed:

1. To amend the Landlord's application to reflect that the Landlord seeks \$4,000.00 for costs related to substantial interference under subsection 88.1 of the *Residential Tenancies Act*, 2006, and not costs for damages. The costs are for pest control payments which the Landlord has incurred or will incur, as a result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant's 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 of the Landlord. Accordingly, the application is amended to reflect the costs are for substantial interference.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental 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. On or before November 30, 2026, the Tenant shall pay to the Landlord \$4,186.00, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur for pest control, and the costs of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2026, at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Inderdeep Padda
Member, 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 of the Tenant expires on January 1, 2027, 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.