



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005596-26

In the matter of: 1616, 295 SHUTER ST
TORONTO ON M5A1W6

Between: Toronto Community Housing Corporation Landlord

And

Marika David Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Marika David (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.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Marika David (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.

Prior to the videoconference hearing, the parties elected to participate in Board facilitated Online Dispute Resolution on March 3, 2026 with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's Representative, Jathusan Ratnakumaran, and the Tenant participated in the mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the duration of the tenancy, the Tenant, the Tenant's occupants and the Tenant's guests **shall not** tamper nor remove the smoke alarm inside the rental unit.

3. For a period of three (3) years, from **March 3, 2026 up to and including February 3, 2029**, the Tenant, the Tenant's occupants and the Tenant's guests:
- shall not** yell or use verbally aggressive language towards staff or agents of the Landlord.
 - shall not** remove doors inside the rental unit unless they have written authorization from the Landlord.
4. The Tenant **shall pay** to the Landlord the total sum of \$749.53. This amount represents damages outlined in the N5. Repayment shall be made in monthly installments in accordance to the following schedule:

AMOUNT DUE	DUE DATE
\$25.00	On or before the first business day of each month for 29 months from <u>April 1, 2026 to August 1, 2028</u>
\$24.53	On or before September 1, 2028

5. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 4 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 LTB without notice to the Tenant.
6. The Tenant **shall also** pay to the Landlord \$186.00 for the cost of filing the application.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2029, the Tenant will start to owe interest. This will be simple interest calculated as per the *Courts of Justice Act* on the balance outstanding.

March 4, 2026
Date Issued

 Monica Dairo
 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.