



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-102315-25

In the matter of: 65A WALES AVE
TORONTO ON M5T1J3

Between: Toronto Community Housing Corporation Landlord

And

McKenzie Ryan Bertin-Smith Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict McKenzie Ryan Bertin-Smith (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue 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 McKenzie Ryan Bertin-Smith (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 March 4, 2026. The Landlord's legal representative Travis King attended the hearing. The Tenant attended the hearing and spoke to duty counsel prior to the hearing. The Tenant's support worker Julia Huys attended the hearing.

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. This agreement on consent does not represent an admission of liability on the part of the Tenant.
2. For the duration of the tenancy, the Tenant, occupant(s), or guest(s) shall not tamper or remove the smoke alarm in the rental unit.
3. For a period of twelve months from the date of this order, the Tenant, occupant(s), or guest(s) shall not wilfully damage the rental unit and/or the residential complex.

4. The Tenant agrees she shall pay to the Landlord the sum of \$700.00 towards the damages outlined on the N7 Notice of Termination. Repayment of this amount shall be paid in monthly installments on the first business day of each month for a period of 28 months commencing on April 1, 2026. The Tenant shall make monthly payments in the amount of \$25.00 per month until the amount is paid in full.
5. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, 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. This resolution will not have an impact on a transfer request made by the Tenant to Toronto Community Housing.

March 11, 2026
Date Issued

Kimberly Parish
Vice Chair, 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.