



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-095760-25

In the matter of: 23, 131 ROCKWOOD AVE
ST CATHARINES ON L2P3K4

Between: 8248761 Canada Inc. Landlord

And

Jordan Callicott Tenants
Donna Callicott

8248761 Canada Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jordan Callicott and Donna Callicott (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenants or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex involving the production of an illegal drug, the trafficking in an illegal drug or the possession of an illegal drug for the purposes of trafficking.

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

8248761 Canada Inc. (the 'Landlord') also applied for an order requiring Joy Callicott and Donna Callicott (the 'Tenants') 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 Tenants, another occupant of the rental unit, or someone the Tenants permitted in the residential complex.

8248761 Canada Inc. (the 'Landlord') also applied for an order requiring Joy Callicott and Donna Callicott (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants conduct or that of another occupant of the rental unit or someone the Tenants 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.

This application was scheduled to be heard by videoconference on March 3, 2026.

The Landlord and the Legal Representative, Raymond Lee, attended.

The Tenant, Jordan Callicott, and the Legal Representative, Jennifer Priestly, attended.

The parties voluntarily participated in a Board-facilitated mediation and mutually agreed to resolve all the issues in the application. The parties requested an order on consent confirming their agreement. I am satisfied that the parties understood the terms and consequences of their consent as set out in the order below.

Preliminary Matter:

- A. The Tenant named Joy Callicott changed their first name to Jordan.
- B. The Landlord's application is amended to change the Tenant's name to Joy Callicott.

It is ordered on consent that:

1. The Tenants shall ensure that neither they nor their occupants, guests, or invitees substantially interfere with the Landlord's or other Tenants or neighbours reasonable enjoyment or with their lawful rights, privileges, or interests, for a period of twelve (12) months commencing March 3, 2026. This includes, but is not limited to, the following:
 - Refraining from engaging in disruptive conduct, including making threatening or offensive remarks, or exhibiting aggressive, intimidating, or harassing behaviour toward the Landlord, the Landlord's employees or agents, Tenants, or neighbours.
 - Refraining from wilfully or negligently causing damage to other Tenants or neighbours property.
2. The Tenants shall pay the Landlord chargebacks for the reasonable costs of repairing or replacing the damaged window and the damage to the garden/yard when the Landlord provides the chargeback invoice.
3. If the Tenants fails to comply with the conditions set out in paragraphs 1-2 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 Tenants. 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 Tenants.
4. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Tenants shall pay to the Landlord the amount set out in paragraph 4 in accordance with the following schedule:

- Three installments of \$62.00 each due on or before April 1, 2026, May 1, 2026, and June 1, 2026.
6. If the Tenants do not pay the Landlord the full amount owing in accordance with paragraph 5, then on the day following the date of default, the full balance under paragraph 4 becomes immediately due and payable, and the monies owing shall bear interest. This is simple interest at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

Eno Ubia
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.