



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-103630-25 and LTB-T-095005-25

**In the matter of:** 881 WINGATE DRIVE  
OTTAWA ON K1G1S4

**Between:** Eira MacDonell Landlord

**And**

Jahmoia Henderson Tenant

Eira MacDonell (the 'Landlord') applied for an order to terminate the tenancy and evict Jahmoia Henderson (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year (L2 application).

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

Jahmoia Henderson (the 'Tenant') applied for an order determining that Eira MacDonell (the 'Landlord') entered the rental unit illegally; the Tenant also applied for an order determining that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or a member of their household; and the Tenant also applied for an order determining that the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 application).

These applications were mediated by videoconference on March 5, 2026.

The Landlord attended with Legal Representative, Grace George.

The Tenant attended with Legal Representative, Mahmoud Issa.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

### **The parties agree:**

1. The Landlord is not holding a last month's rent deposit.
2. The Landlord will conduct an inspection of the rental unit, with proper notice, prior to the termination of the tenancy. If the Landlord observes any wear and tear in the rental unit,

the Landlord will communicate these findings to the Tenant via the parties' respective Legal Representatives.

3. From the date of the mediation until the termination of the tenancy, the parties will have no in-person communication with one another; instead, they will communicate via their respective Legal Representatives.
4. Upon vacating the rental unit, the Tenant will leave all rental unit keys at the top of the basement stairs.

**On consent, it is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated and the Tenant must move out of the rental unit on or before March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 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 April 1, 2026.
4. If the Tenant does not vacate the rental unit on or before March 31, 2026, the Tenant shall owe the Landlord per diem compensation of \$28.93 starting April 1, 2026 and continuing until the date the Tenant vacates the rental unit.
5. From the date of the mediation until the date the tenancy is terminated:
  - Only Eira MacDonell shall occupy the vacant basement bedroom. No guests, family members or pets shall occupy the basement bedroom;
  - The Landlord may use the basement bathroom as needed, providing that the Landlord uses her own supplies, keeps the bathroom in clean condition, and respects the Tenant's medical equipment and aids that are housed in the basement bathroom;
  - The Landlord will refrain from using the shower in the basement bathroom;
  - The Landlord may use the washer but may not use the dryer located in the basement area; and
  - The Landlord shall not bring any peanuts or peanut products into the basement area.
6. The Landlord shall pay to the Tenant \$9,220.00 via e-transfer as follows:
  - \$2,305.00 – within 24 hours of receiving this order;
  - \$2,305.00 – within 48 hours of receiving this order;
  - \$2,305.00 – on or before March 30, 2026; and
  - \$2,305.00 – on or before March 31, 2026.
7. If the Landlord does not make any of the required payments in full and by the applicable deadline, the Landlord will start to owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

8. This order resolves all issues, fully and finally, up to the date of the mediation.

**March 13, 2026**  
**Date Issued**

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Angela McLaughlin  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 1, 2026 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.