



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005358-26

In the matter of: 5, 1300 B FIFTH ST E
FORT FRANCES ON P9A 1W1

Between: Rainy River District Social Services Administration Board Landlord

and

Crystal Gerhard Tenant

Rainy River District Social Services Administration Board (the 'Landlord') applied for an order to terminate the tenancy and evict Crystal Gerhard (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The parties requested mediation via the Online Dispute Resolution tool of the Tribunals Ontario Portal. The application was mediated by videoconference on March 13, 2026 by Denise Hannivan, a Dispute Resolution Officer (DRO) with the Landlord and Tenant Board.

The Landlord's Agent Sarah DeGagne, the Tenant, the Tenant's Support Person Erinne Wreggit, and the Tenant's Representative Samantha Smith participated in mediation.

During mediation the parties reached an agreement and requested an Order on Consent in full and final settlement of the application. I was satisfied that the parties understood the consequences of their consent, including waiving their right to a hearing.

Agreed Facts:

- 1) On December 9, 2025, the Landlord gave the Tenant an N7 Notice of Termination.
- 2) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Tenant has already paid \$25.00 to the Landlord toward this cost.

- 3) The Landlord acknowledges that the Tenant experiences mental health challenges and that hospitalizations or reduced capacity may occur from time to time. The parties acknowledge that these circumstances do not eliminate the Tenant's obligations under the Residential Tenancies Act or this order on consent; however, the Landlord remains responsible for complying with applicable Human Rights legislation. The purpose of inspections and correction periods is to identify potential concerns at an early stage, provide the Tenant a reasonable opportunity to address issues, and support the Tenant in maintaining the rental unit in a safe condition, before conditions become unsafe or enforcement action is pursued per this order on consent.
- 4) Within 14 days of the order, the Tenant shall provide the Landlord with an emergency contact authorized to assist with tenancy-related matters, including temporary care of pets and attending to the unit, should the Tenant be unexpectedly absent or unable to manage these responsibilities.
- 5) The Tenant acknowledges that periods of absence or incapacity do not suspend the obligation to maintain the unit in a reasonably clean, sanitary, and safe condition, and agrees that the emergency contact may be relied upon to assist in maintaining those conditions during such periods.
- 6) Starting tomorrow, March 14, 2026 to March 13, 2028, the Landlord will conduct Monthly inspections for 12 months, with at least 24 hours' written notice. If the Tenant remains compliant with the terms of this order on consent for the first 12 months, inspections shall automatically reduce to once every three months for an additional 12 months.
- 7) Inspections may include visual assessment of cleanliness, sanitation, and safety conditions. The Landlord will take photographs reasonably necessary to document inspection findings related to this agreement. Photographs shall be limited to areas relevant to the inspection purpose. If an inspection identifies an obvious decline in cleanliness, sanitation, or safety, the Landlord will provide written notice to the Tenant, copying the Northwest Community Legal Clinic, identifying the concerns. The Tenant will have 7 days to correct the deficiencies in the written notice. Failure to correct within 7 days constitutes non-compliance with this order on consent. Upon non-compliance, the Landlord may seek relief under S.78 of the RTA pursuant to paragraph 2 of this order on consent without issuing any further notices.
- 8) The videoconference hearing scheduled for April 27, 2026 is cancelled.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:
 - a) The Tenant shall maintain the unit in a clean and sanitary condition free from accumulated garbage, food waste, soiled animal waste, and conditions that create odour, pest attraction, or fire risk, and;
 - b) The Tenant shall ensure that all cat litter boxes are cleaned daily. Soiled litter shall be securely bagged and removed from the rental unit within 24 hours. No accumulation of bagged or loose animal waste shall be stored inside the unit, and;

- c) The Tenant shall maintain clear and unobstructed pathways through the unit to allow safe movement and emergency egress.
2. If the Tenant fails to comply with the conditions set out in paragraphs 1 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.
3. The Tenant shall pay to the Landlord \$161.00 for the remaining the cost of filing the application in the following manner:

Date Payment Due	Amount of Payment
April 3, 2026	\$25.00
May 3, 2026	\$25.00
June 3, 2026	\$25.00
July 3, 2026	\$25.00
August 3, 2026	\$25.00
September 3, 2026	\$25.00
October 3, 2026	\$11.00

4. This order is in full and final settlement of this application.

March 19, 2026
Date Issued

 Denise Hannivan
 Dispute Resolution 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.