



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

File Number: LTB-L-102842-25

In the matter of: 2A, 475 ST ANDREW ST W
FERGUS ON N1M1P2

Between: Denim Enterprises Inc Landlord

And

Amanda Lomax Tenant

Denim Enterprises Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Amanda Lomax (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.

Denim Enterprises Inc (the 'Landlord') also applied for an order requiring Amanda Lomax (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 16, 2026, where the parties elected to participate in a Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord's agent, Jennifer Kamphuis and the Tenant participated in mediation. The parties agreed to resolve all matters raised in the application and requested an order on consent.

I am satisfied that the parties understand the terms and consequences of their consent.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. Starting immediately and for a 12-month period to February 16, 2027, the Tenant shall ensure that the rental unit is clean and placed in a state of ordinary cleanliness.
3. On or before April 16, 2026, the Tenant shall replace the stove in the rental unit.
4. The Tenant shall not deny the Landlord entry to do an inspection of the rental unit provided the Landlord serves the Tenant with 24-hours written notice.
5. If the Tenant fails to comply with the conditions set out in paragraph 2-4 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. The payment will be made in accordance with the following schedule:
 - \$50.00 on or before the 1st day of each month in 3 equal payments commencing April 1, 2026, up to and including June 1, 2026.
 - \$36.00 on or before July 1, 2026.
7. If the Tenant fails to make a payment in accordance with paragraph 6 of this order, the balance becomes due and payable immediately and simple interest will be calculated as per the *Courts of Justice Act* on any balance outstanding.

March 23, 2026
Date Issued

Oluwatobi Abobarin
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.