



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

File Number: LTB-L-104838-25

In the matter of: 3, 244 GEORGE ST
ARTHUR ON N0G1A0

Between: Twenty One Holdings Landlord

And

Shelley Peelar Tenant

Twenty One Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Peelar (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.

Twenty One Holdings (the 'Landlord') also applied for an order requiring Shelley Peelar (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. The Tenant shall pay to the Landlord \$500.00 which represents the reasonable costs of repairing and or replacing the damage to the patio membrane. This payment shall be made in accordance with the following schedule:
 - \$50.00 on or before the 1st day of each month in 10 equal payments commencing May 1, 2026, up to and including February 1, 2027.
3. Starting immediately and for a 12-month period to February 16, 2027, the Tenant shall remove all dog waste from the patio and maintain the patio in an ordinary state of cleanliness.
4. Starting immediately and for a 12-month period to February 16, 2027, the Tenant shall ensure that no prohibited substance and or drug related activity occurs in the rental unit or in the residential complex.
5. Starting immediately and for a 12-month period to February 16, 2027, the Tenant shall cease from smoking in the rental unit and remediate any smoke related damage.
6. Starting immediately and for a 12-month period to February 16, 2027, the Tenant shall refrain from using appliances that are not permitted by the Landlord in the rental unit.
7. On or before April 16, 2026, the Tenant shall remove the unauthorized dryer from the rental unit.
8. If the Tenant fails to comply with the conditions set out in paragraphs 2-7 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.
9. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application. This payment shall be made in accordance with the following schedule:
 - \$10.00 on or before the 1st day of each month in 18 equal payments commencing May 1, 2026, up to and including October 1, 2027.
 - \$6.00 on or before November 1, 2027.

10. If the Tenant fails to make a payment in accordance with paragraph 9 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 26, 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.