



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-000252-26

In the matter of: 3, 111 DUNDAS ST
LONDON ON N6A1E8

Between: 111 Dundas St Inc. Landlord

And

Jamie Falardeau Tenant

111 Dundas St Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jamie Falardeau (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 and because 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.

The Landlord also applied for an order requiring 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.

The parties attended a hearing on March 24, 2026, by video conference where the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Diego Fernandez-Stoll.

The Landlord's agent Paul Tannahill, the landlord's legal representative Samantha Lee and the Tenant Jamie Falardeau, participated in the mediation. The Tenant spoke with Tenant Duty Counsel before the start of mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent.

I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed that:

1. The Tenant shall pay to the Landlord \$2,699.51 for all damages claimed the Landlord's application including the application filing fee.

On consent of the parties, it is ordered that:

1. The Tenant shall pay to the Landlord \$2,699.51, in satisfaction of all damages claimed in the Landlord's application and costs.
2. The Tenant shall pay to the Landlord the amount in paragraph 1, in accordance with the following schedule:
 - a) Starting on April 10, 2026, and continuing every other Friday thereafter through to and including February 12, 2027, the Tenant will make equal bi-weekly payments each in the amount of \$112.50.
 - b) The Tenant will then make a final payment in the amount of \$112.01 on February 26, 2027.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the outstanding balance of any damages payable pursuant to paragraph 1 will become immediately due and payable and 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.

March 30, 2026

Date Issued

Diego Fernandez-Stoll

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.