



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Numbers: LTB-L-017064-25-BIR2
LTB-L-082707-25-RV

In the matter of: TWO, 56 WELLINGTON ST NORTH
HAMILTON ONTARIO L8R1N1

Between: Terry Ligtenberg Landlord

And

Nathaniel Rhora Tenant
Darlene Rhora

Review Order

When the capitalized word “Landlord” is used in this order, it refers to all persons or companies identified as a Landlord at the top of the order. When the capitalized word “Tenant” is used in this order, it refers to all persons identified as a Tenant at the top of the order.

L4 Application:

Terry Ligtenberg (the 'Landlord') applied for an order to terminate the tenancy and evict Nathaniel Rhora and Darlene Rhora (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the Board on July 15, 2025 with respect to application LTB-L-017064-25.

L1/L2 Application:

Terry Ligtenberg (the 'Landlord') applied for an order to terminate the tenancy and evict Nathaniel Rhora and Darlene Rhora (the 'Tenant') because:

- The Tenant did not pay the rent the Tenant owes.
- 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.

Terry Ligtenberg (the 'Landlord') also applied for an order requiring Nathaniel Rhora and Darlene Rhora (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The L1/L2 Application was resolved by order LTB-L-017064-25 issued on July 15, 2025.

On October 15, 2025 interim order LTB-L-017064-25-BIR-IN was issued, whereby the LTB initiated a review of the July 15, 2025 order. Interim order LTB-L-017064-25-BIR stayed the order issued on July 15, 2025

The LTB-initiated review was heard on November 24, 2025 together with the L4 Application. Only the Landlord attended the hearing.

The LTB-initiated review and the L4 Application were resolved by order LTB-L-017064-25-BIR-RV/LTB-L-082707-25 issued on December 2, 2025. The LTB-initiated review was granted, the L1/L2 application was heard *de novo*, and the L4 application was withdrawn.

On January 9, 2026, the Tenant requested a review of the December 2, 2025 order, and that the order be stayed until the request to review is resolved.

On January 12, 2026, interim order LTB-L-017064-25-BIR2-IN/LTB-L-082707-25-RV-IN was issued, staying the order issued on December 2, 2025.

The Tenant's request to review was heard by videoconference on March 18, 2026.

The Landlord, the Landlord's legal representative, Jimmy Gangadin, and the Tenant attended the hearing.

The parties before the LTB consented to the following order:

It is ordered on consent that:

1. The request to review order LTB-L-017064-25-BIR-RV/LTB-L-082707-25 issued on December 2, 2025 is granted. The order is cancelled and cannot be enforced.
2. The LTB-Initiated review of order LTB-L-017064-25 issued on July 15, 2025 is granted. The order is cancelled and cannot be enforced.

L4 Application:

3. The L4 Application in LTB-L-082707-25 is withdrawn. The application having been withdrawn, the LTB's file is closed.

L1/L2 Application:

4. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2026. The Tenant must move out of the rental unit on or before July 31, 2026.
5. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

6. 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 August 1, 2026.
7. The Tenant shall pay to the Landlord \$2,600.00 for arrears of rent up to March 31, 2026 and costs.
8. If the Tenant does not move out of the unit on or before July 31, 2026, then the Tenant shall pay the Landlord compensation of \$50.54 per day for use of the unit, starting August 1, 2026 until the date the Tenant moves out of the rental unit. The daily compensation amount is calculated as follows: monthly rent of \$1,537.14 x 12 months, divided by 365 days.
9. The Tenant shall pay the amount set out in paragraph 7 in accordance with the following schedule:
 - a) \$520.00 shall be paid to the Landlord on or before the 15th day of each month, beginning March 15, 2026, up to and including July 15, 2026.
10. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing by the first day of each month for the period April 1, 2026 to July 31, 2026.
11. The Landlord collected a rent deposit of \$1420.00 on December 1, 2020. Interest in the amount of \$126.30 is owing on the rent deposit for the period December 1, 2020 to July 1, 2026. The interest owing on the rent deposit is added to the rent deposit. The Tenant may apply the \$1,546.30 rent deposit to the rent for the last month of the tenancy.
12. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 7 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant **before July 31, 2026**, and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after March 31, 2026.

March 31, 2026
Date Issued

Mark Melchers
Member, 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 February 1, 2027 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.