



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-104133-25

In the matter of: 308, 31 AGAR DR
ST CATHARINES ON L2M3K5

Between: Faith Lutheran Villa c/o Shabri Properties Limited Landlord

And

Hope Carter Tenant

Faith Lutheran Villa c/o Shabri Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Hope Carter (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.

Faith Lutheran Villa c/o Shabri Properties Limited (the 'Landlord') also applied for an order requiring Hope Carter (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.

Faith Lutheran Villa c/o Shabri Properties Limited (the 'Landlord') also applied for an order requiring Hope Carter (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

The application was scheduled to be heard on March 24, 2026, by video conference, at which the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord's Agent, Rachel Hachon, the Tenant and the Tenant's Support person, Sarah Ricci, were present

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall return the rental Unit to its original condition, with all damages fully repaired and paint restored to a neutral colour. This includes repairing and reinstalling all interior door frames and patching and repairing any holes in the walls.
3. The Landlord shall conduct an inspection of the rental Unit, on or before March 31, 2026 to confirm that the Tenant has complied with the requirements set out in paragraph 2 of this order.
4. The Tenant shall pay the Landlord \$680.26 for the removal of a smoke detector and heat sensor in accordance with the following schedule:
 - a) \$100.00 per month on or before the first (1st) day of the month for six (6) months starting April 1, 2006 up to and including September 1, 2026.
 - b) \$80.26 on or before October 1, 2026.
5. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 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 in accordance with the following schedule:
 - a) \$62 on or before the first (1st) of the month starting November 1, 2026 up to and including January 1, 2026.

March 31, 2026

Date Issued

Michelle Forrester

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.

