



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-031425-26

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

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

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') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on March 31, 2026, with respect to application LTB-L-104133-25.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following conditions in Paragraphs 2 and 4 as specified in the March 31, 2026 consent order:

"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 (1) 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.”

On March 31, 2026, the Landlord conducted an inspection of the rental unit and observed the following:

- **The Tenant did not return the rental unit to its original condition, with all damages fully repaired. The interior doors have not been reinstalled; the holes in the walls have not been fully repaired; and there are numerous paint spills/stains/drops remaining on the flooring.**
- **The Tenant did not restore the rental unit back to a neutral colour. Although the Tenant has painted portions of the unit, the painting was not done properly and there remains large sections of walls still painted red and areas where the red colour is bleeding through the neutral colour. The red colour is readily visible at the intersection with the ceilings.**

The Tenant breached paragraph 4 of the Order, in that she has failed to pay \$100.00 towards the costs of the smoke detector/heat sensor, on or before April 1, 2026.

3. The previous application includes a request for an order for compensation for damage and the order requires the Tenant to pay an amount for damage. Accordingly, the Landlord is entitled to request an order for compensation for damage.
4. The Tenant was required to pay \$680.26 for compensation for damage in the previous order. The amount that is still owing from that order is \$680.26 and that amount is included in this order. This order replaces order LTB-L-104133-25.
5. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.

It is ordered that:

1. Order LTB-L-104133-25 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 25, 2026.
3. If the unit is not vacated on or before April 25, 2026, then starting April 26, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 April 26, 2026.
5. The Tenant shall pay to the Landlord \$680.26*. **(Less any payments made by the Tenant after this application was filed on April 9, 2026).** This amount represents the unpaid compensation for damage from the previous application.
6. The Tenant shall also pay to the Landlord \$3.78 per day for compensation for the use of the unit starting April 15, 2026, to the date the Tenant moves out of the unit.

7. If the Tenant does not pay the Landlord the full amount owing on or before April 25, 2026, the Tenant will start to owe interest. This will be a simple interest calculated from April 26, 2026, at 4.00% annually on the balance outstanding.

April 14, 2026

Date Issued

Kelly Delaney

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until April 24, 2026, to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by April 24, 2026, the order will be stayed, and the LTB will schedule a hearing.

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 expires on October 26, 2026, 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.

* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenant must pay the Landlord:**

Reason for amount owing	Period	Amount
Amount owing from previous order		\$680.26
New NSF cheque charges and related administration charges		\$0.00
Plus, daily compensation owing for each day of occupation starting April 15, 2026		\$3.78 (per day)
Total the Tenant must pay the Landlord:		\$680.26 +\$3.78 per day starting April 15, 2026