



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-002645-26

In the matter of: 1007, 100 FOREST AVE
HAMILTON ON L8N3X2

Between: Drake Property Management Landlord

And

Teresa Maracle Tenants
Ernie Maracle

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Teresa Maracle and Ernie Maracle (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was heard by videoconference on April 20, 2026.

The Landlord's Representative, Emily Barbati, the Tenant, Teresa Maracle, who confirmed their permission to represent the interests of Tenant, Ernie Maracle, the Tenants' Supporter, Deborah Smith, with Good Shepherd, and the Tenants' Representative, Michael Blashko, participated in mediation and agreed to an Order on Consent in full and final satisfaction of the application, and in so doing, understand that their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of this agreement are consistent with the *Residential Tenancies Act, 2006* and that the parties have provided their informed, independent, and voluntary consent.

The parties before the LTB consented to the following order:

It is agreed that:

1. On December 18, 2025, the Landlord gave the Tenants an N5 notice of termination.

2. The Tenants did not stop the conduct or activity, nor correct the act/omission within seven days after receiving the N5 notice of termination, as supported by the Landlord's unit inspection on January 8, 2026, therefore, the Tenants did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
3. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
4. The Landlord's Representative, at their earliest opportunity, will send the Tenants' Supporter, by way of e-mail, a copy of the Landlord's protocol and any associated instructions relating to the required steps to prepare a rental unit for a pest control treatment, and the contact coordinates have been provided for this purpose.
5. The Tenants' Supporter will work with the Tenants and on the Tenants' behalf to attempt to secure a working vacuum ASAP and continue to provide all available supports through their agency, Good Shepherd and make best efforts to secure cleaning and disposal services and replacement furnishings for the Tenants through St. Matthew's House.
6. After May 15, 2026, which is the known, next pest control treatment date tentatively scheduled for the rental unit, the Landlord will make best efforts to provide the Tenants with extra time (from the 7 days standard), and at least 14 days notice when scheduling a pest control treatment date for the rental unit.
7. The Tenants will organize and proactively plan for the timely and frequent disposal of all garbage and recycling materials from their unit by using small bags to make best use of the limited-sized garbage shoot located on the same floor as their unit, and will make best efforts to promptly take any larger-sized garbage bags and recycling materials down to the proper disposal bins/areas, located either outdoors or within the residential complex; and, as needed, may ask for an accommodation with the disposal of over-sized garbage bags, by way of an e-mail to the Landlord's Agent/Property Manager, requesting such assistance and coordinating a suitable pickup date and time for proper disposal, and the contact coordinates have been provided for this purpose.
8. Upon receiving an e-mail request for assistance from the Tenants, as set out in paragraph 7 above, the Landlord's Agent/Property Manager will respond, and as soon as reasonably available, coordinate and assist the Tenants with a timely, suitable pickup of the larger-sized garbage bags needing to be removed from the rental unit, and dispose of them outdoors or within the residential complex, as appropriate.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall clear and remove all recycling from the unit by Friday, April 24, 2026.
3. The Tenants shall clear and remove all garbage from the unit by Friday, April 24, 2026.
4. The Tenants, upon receiving lawful notice of entry and anytime after April 24, 2024, shall not interfere with, delay, nor refuse entry to the Landlord or their Agent/Property Manager

for the purpose of observing the unit's state of cleanliness to standard and determining compliance with the clear and remove conditions set out in paragraphs 2 and 3 above.

5. The Tenants will continue to work with the Tenants' Supporter, the Landlord's Agents and/or teams from 3rd party agencies such as Good Shepherd and St. Matthew's House, and upon lawful notice of entry, tentatively scheduled for May 14, 2026, shall permit reasonable and appropriate access to the rental unit for the purpose of providing de-cluttering, cleaning and disposal services and assisting the Tenants to prepare the rental unit for a pest control treatment. Of note, it is important that at this time, all pest-infested materials, items and bulk furniture are to be wrapped and removed from the unit and disposed of appropriately.
6. The Tenants, upon lawful notice of entry for service, shall properly prepare the rental unit for a pest control treatment, in compliance with the instructions and guidelines provided to support an effective treatment; and shall not interfere with, delay, nor refuse entry to the Landlord's Agent or their Contractors for the purpose of providing such pest control treatment, tentatively scheduled for May 15, 2026.
7. Starting immediately and for a 1-year period to March 1, 2027, the Tenants shall not substantially interfere with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant, and specifically the Tenants shall:
 - keep the unit in a condition that meets the standard of ordinary cleanliness; and
 - properly prepare and allow access to the unit, for the purpose of pest control treatments, as required, upon lawful notice and with extended preparation time, as available.
8. If the Tenants fail to comply with the conditions as set out in paragraphs 2, 3, 4, 5, 6 and 7 of this order, above, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenants. 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 Tenants.
9. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application by no later than August 1, 2026.
10. If the Tenants do not pay the Landlord the full amount owing on or before August 1, 2026, the Tenants will start to owe interest. This will be simple interest calculated annually from August 2, 2026 on the balance outstanding, at the post-judgment interest rate determined under section 127 of the *Courts of Justice Act*.

April 22, 2026
Date Issued

Janice Campbell
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.