



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

**File Number:** LTB-L-036972-26

**In the matter of:** 310 C, 77722 London Road  
CLINTON ON N0M1L0

**Between:** Huron County Housing Corporation Landlord

**And**

Ellen Smith (Peterson) Tenant

Huron County Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ellen Smith (Peterson) (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 17, 2026, with respect to application LTB-L-103603-25.

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 condition specified in the order:

**On or about April 27, 2026, during an inspection of the rental unit, it was observed that there was a cigarette butt container on the floor beside the couch leg with cigarette ashes on the floor around it. When the Tenant was asked during the inspection if she has been smoking in the rental unit, the Tenant admitted she has been smoking in the rental unit since the last hearing.**

**The Tenant also failed to maintain the rental unit in a reasonable state of cleanliness. During the inspection on April 27, 2026, it was observed that seven boxes of cereal were open and on the kitchen floor, an open empty ice cream container was on the coffee table, rotting food was on the kitchen counters, unwashed dishes were in the kitchen, and leaking liquids from food were on the kitchen floor and on the kitchen table. A box of empty plastic pop bottles was observed beside the couch.**

3. 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 \$19.73. This amount is calculated as follows: \$600.00 x 12, divided by 365 days.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 May 16, 2026.
4. The Tenant shall pay to the Landlord \$136.00\*. This amount represents the remaining cost of filing the previous application and the unpaid compensation for damage.
5. The Tenant shall also pay to the Landlord \$19.73 per day for compensation for the use of the unit starting May 5, 2026, to the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be a simple interest calculated from May 16, 2026, at 4.00% annually on the balance outstanding.

**May 4, 2026**  
**Date Issued**

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Kimberly Parish  
Vice Chair, Landlord and Tenant Board

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

The Tenant has until May 14, 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 May 14, 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 November 16, 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                                                 |
|--------------------------------------------------------------------------|--------|--------------------------------------------------------|
| Daily compensation owing for each day of occupation starting May 5, 2026 |        | \$19.73 (per day)                                      |
| <b>Total the Tenant must pay the Landlord:</b>                           |        | <b>\$136.00 + \$19.73 per day starting May 5, 2026</b> |