



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-036769-26

In the matter of: 1257 Dundas St W
Toronto ON M6J1X6

Between: Jason Hamilton Tenant

And

2132960 Ontario Inc Landlord

Jason Hamilton (the 'Tenant') applied for an order determining that 2132960 Ontario Inc (the 'Landlord'):

- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

The Tenant also applied for an order determining that the Landlord failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act*, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on May 11, 2026.

The Landlord's Representative, Christina Nastas, and the Tenant attended the hearing.

At the hearing, and on the consent of both parties, the application was amended to change the name of the Landlord from "Angelo Gentile" to "2132960 Ontario Inc."

Determinations:

1. At the hearings, the parties came forward with a resolution of this application on the consent of both parties. Although some of the terms of the consent agreement were appropriate based on the applications before me, some of the terms would have been appropriate on a landlord's application and would not be appropriate to be ordered pursuant to the tenant's application before me. However, the terms that the parties agreed to shall be listed in the determinations, and those terms which are enforceable pursuant to

this order, shall be in the “It is Ordered on the Consent of Both Parties” section of this order.

2. The parties also agree that entering into this agreement is not an admission of liability by either party.

The Terms of the Agreement

3. The parties agree that the tenancy shall terminate as of July 31, 2026. If the Tenant has not vacated the rental unit as of July 31, 2026, then, as of August 1, 2026, the Landlord shall have the right to file this order with the Court Enforcement Office (the “Sheriff”) for the purpose of enforcing the termination of the tenancy.
4. The parties agree that the Tenant shall have possession of the rental unit restored no later than 12pm, on May 12, 2026.
5. The Landlord shall waive any rent for May and June 2026.
6. The Last Month’s Rent deposit shall be applied to rent owing for July 2026.
7. The Tenant shall be responsible for any utility charges that were required to be paid by the Tenant pursuant to the lease agreement for the duration of the tenancy.
8. The Tenant agrees to not reside in the unit, nor to allow any person to occupy the rental unit for any residential purpose. This includes either assignment, sublet, or short-term/vacation tenancy such as Airbnb, VRBO, or any other online or in-person booking format for the duration of the tenancy. The rental unit will be, for all intents and purposes, used to store the Tenant’s property until the end of the tenancy.
9. The Tenant consents to the Landlord only being required to give 12-hours of notice to enter the rental unit.
10. The parties agree that upon successful completion of the agreement outlined above, that it be deemed a full and final resolution of all issues between the Landlord and the Tenant. However, any breaches of this agreement will, at the Landlord’s discretion, give rise to the Landlord giving notice to the Tenant and filing their own application to the LTB to terminate the tenancy.

Relevant Notes

11. Both parties are aware that these are applications brought forward by the Tenant, and as such, there is no section 78 provision that can be applied. However, the agreement to restore possession of the rental unit to the Tenant as of May 12, 2026, and to terminate the tenancy as of July 31, 2026, is enforceable by sheriff pursuant to this order.
12. Based on the terms of the agreement, the only terms that can be made enforceable in this order are the restoration of the Tenant’s possession of the rental unit, and the termination of this tenancy as of July 31, 2026. Enforcement of any other terms shall be required to be enforced through another application with the LTB or court of competent jurisdiction.

It is ordered on the consent of both parties that:

1. The Landlord shall allow the Tenant to recover possession of the rental unit on or before May 12, 2026.
2. The Landlord shall not re-rent the unit to anyone else.
3. If the Landlord does not allow the Tenant to recover possession of the unit, the Tenant may file this order with the Court Enforcement Office (Sheriff) so that the order may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give possession of the unit to the Tenant.
5. The tenancy between the Landlord and the Tenant is terminated as of July 31, 2026.
6. 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.
7. 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.

May 15, 2026
Date Issued

Robert Brown
Vice Chair, 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.

The part of this order allowing the Tenant to recover possession of the unit and prohibiting the Landlord from re-renting the unit to anyone else expires and cannot be enforced if:

- a. The Tenant does not file this order on or before May 30, 2026 with the Court Enforcement Office (Sheriff) which has territorial jurisdiction where the rental unit is located, or
- b. The Tenant files this order with the Court Enforcement Office (Sheriff) but the order has not been enforced on or before June 29, 2026.

In accordance with section 81 of the Act, the part of this order relating to the eviction 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.