



**Order under Section 69 / 88.1
Residential Tenancies Act, 2006**

File Number: LTB-L-008641-26

In the matter of: 605, 191 NONQUON RD
OSHAWA ON L1G3S3

Between: CAPREIT LIMITED PARTNERSHIP Landlord

And

PATRICE BAILEY Tenant

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict PATRICE BAILEY (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

CAPREIT LIMITED PARTNERSHIP (the 'Landlord') **also** applied for an order requiring PATRICE BAILEY (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 May 12, 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 Legal Representative, Geoff Paine, the Landlord's Agents, Dushy Anantharajan and Jennifer Sukhra, and the Tenant 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.

Agreed facts:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On November 14, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
3. On December 9, 2025, the Landlord gave the Tenant a second N5 notice of termination.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord has incurred reasonable out-of-pocket expenses of \$406.80.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant shall continue, provided that the Tenant complies with the following conditions for the duration of the tenancy:
 - a) The Tenant shall not urinate or defecate in any area of the residential Unit or the residential complex except for the toilet in the bathroom located within the residential Unit.
 - b) The Tenant shall, as set out in the N5 Notice, wear Depends, at all times as required to ensure that no urination or defecation occurs outside of the toilet in the bathroom within the residential Unit.
 - c) The Tenant shall not pour or allow water or any other substance to come off the balcony to clean or remove urine or feces.
 - d) The Tenant shall not harass or ask other persons in the residential complex for money.
2. The Tenant shall pay to the Landlord \$406.80, which represents the reasonable out-of-pocket expenses the Landlord has incurred in accordance with the following schedule:
 - a) \$60.00 on or before June 15, 2026 up to and including November 15, 2026, inclusive.
 - b) \$46.80 on or before December 15, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraphs 1 & 2 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.

4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application in accordance with the following schedule:
 - a) \$60.00 on or before January 15, 2027 and February 15, 2027.
 - b) \$66.00 on or before March 15, 2027.
5. If the Tenant does not pay the Landlord the full amount owing in accordance with paragraph 4 of above, the Tenant will start to owe interest. This will be simple interest calculated on the day following a breach of payment at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Michelle Forrester
Hearings Officer, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.