



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

File Number: LTB-L-012616-26

In the matter of: 206, 527 CARLTON ST
ST CATHARINES ON L2M 0C3

Between: Niagara Regional Housing Landlord

and

Jonathan Mark Tenant

Niagara Regional Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Jonathan Mark (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.

Niagara Regional Housing (the 'Landlord') also applied for an order requiring Jonathan Mark (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 parties requested mediation through the Board via the Online Dispute Resolution tool of the Tribunals Ontario Portal. The application was mediated by videoconference on May 29, 2026. The Landlord's Representative Judith Callender, the Tenant, and the Tenant's Support Person Krystal Marriott participated in mediation. The Tenant did not receive legal advice about this application.

During mediation the parties reached an agreement and requested an Order on Consent in full and final settlement of the application. I am satisfied that the parties understood the consequences of their consent.

Agreed Facts:

- 1) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 2) The Landlord has incurred costs of \$1,238.25 which represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the substantial interference.
- 3) The Landlord will provide any Notice of Entry to the Tenant via email *only* to kmariott@positivelivingniagara.com.
- 4) The LTB hearing scheduled on June 1, 2026 via videoconference for this application is cancelled.

It is ordered on consent of the parties that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For a period of twenty-nine (29) months, starting May 29, 2026 and ending November 28, 2028, the Tenant, another occupant of the rental unit, or the Tenant's guests shall not substantially interfere with the Landlord's or another tenant's lawful rights, privileges, and interests and/or reasonable enjoyment of the residential complex. More specifically, the Tenant or another occupant or guest of the Tenant's rental unit shall not engage in the behaviours described in the N5 Notice of Termination dated February 2, 2026 by:
 - a) Keeping the rental unit in a reasonable state of cleanliness, including:
 - i. properly disposing of garbage and used food containers, and
 - ii. keeping counters, kitchen area, floors and walkways clean and uncluttered;
 - b) Permitting the Landlord and/or the Landlord's Agents, including pest control companies, lawful access to the rental unit in accordance with the Residential Tenancies Act (RTA), and;
 - c) Ensuring that the rental unit is properly prepared as required for pest control treatments prior to the date of the treatment.
3. The Tenant shall pay to the Landlord \$1,424.25. This amount represents the reasonable out-of-pocket expenses the Landlord has incurred as a result of the substantial interference and the cost of filing the application.

4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:

Date Payment Due	Amount of Payment
July 1, 2026	\$50.00
August 1, 2026	\$50.00
September 1, 2026	\$50.00
October 1, 2026	\$50.00
November 1, 2026	\$50.00
December 1, 2026	\$50.00
January 1, 2027	\$50.00
February 1, 2027	\$50.00
March 1, 2027	\$50.00
April 1, 2027	\$50.00
May 1, 2027	\$50.00
June 1, 2027	\$50.00
July 1, 2027	\$50.00
August 1, 2027	\$50.00
September 1, 2027	\$50.00

Date Payment Due (Continued)	Amount of Payment (Continued)
October 1, 2027	\$50.00
November 1, 2027	\$50.00
December 1, 2027	\$50.00
January 1, 2028	\$50.00
February 1, 2028	\$50.00
March 1, 2028	\$50.00
April 1, 2028	\$50.00
May 1, 2028	\$50.00
June 1, 2028	\$50.00
July 1, 2028	\$50.00
August 1, 2028	\$50.00
September 1, 2028	\$50.00
October 1, 2028	\$50.00
November 1, 2028	\$24.25

5. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3 and 4 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.
6. This Order on Consent is in full and final settlement of this application.

June 3, 2026
Date Issued

 Denise Hannivan
 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.