



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-025693-26

In the matter of: 604, 230 AMELIA ST W
THUNDER BAY ON P7E 6H2

Between: TBDSSAB Housing Programs Landlord

and

Chadwick Atwood Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Chadwick Atwood (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 Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

TBDSSAB Housing Programs (the 'Landlord') also applied for an order requiring Chadwick Atwood (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 attended a hearing scheduled on June 3, 2026 by videoconference.

The Landlord's Representative Jennifer Fenton and the Tenant engaged in private settlement discussions on the day of the hearing. Parties reached an agreement and requested an order on consent. The Tenant did not receive legal advice regarding this application.

I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed Facts:

- 1) This is a rent-geared-to-income subsidized unit.
- 2) The current rent is \$145.00. It is due on the 1st day of each month.
- 3) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- 4) The Landlord also incurred costs of \$270.00 which represent the reasonable out-of-pocket expenses as a result of the substantial interference.

On consent of the parties, it is ordered 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 one year, starting June 3, 2026 and ending June 2, 2027, 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 and N7 Notices of Termination dated February 26, 2026 and March 13, 2026 by:
 - a) 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);
 - b) Complying with all pest control efforts, including inspections, preparation and treatment of the unit, and;
 - c) Not assaulting or threatening another person in the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 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 \$456.00. 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.

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

Date Payment Due	Amount of Payment
July 31, 2026	\$20.00
August 31, 2026	\$20.00
September 30, 2026	\$20.00
October 31, 2026	\$20.00
November 30, 2026	\$20.00
December 31, 2026	\$20.00
January 31, 2027	\$20.00
February 28, 2027	\$20.00
March 31, 2027	\$20.00
April 30, 2027	\$20.00
May 31, 2027	\$20.00
June 30, 2027	\$20.00

Date Payment Due (Continued)	Amount of Payment (Continued)
July 31, 2027	\$20.00
August 31, 2027	\$20.00
September 30, 2027	\$20.00
October 31, 2027	\$20.00
November 30, 2027	\$20.00
December 31, 2027	\$20.00
January 31, 2028	\$20.00
February 29, 2028	\$20.00
March 31, 2028	\$20.00
April 30, 2028	\$20.00
May 31, 2028	\$16.00

6. This order is in full and final settlement of this application.

June 9, 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.