



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023689-26

In the matter of: 508, 40 GODSTONE RD
NORTH YORK ON M2J3C7

Between: Venice Park Developments Ltd Landlord

And

Sharareh Bata Tenant

Venice Park Developments Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Sharareh Bata (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, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Venice Park Developments Ltd (the 'Landlord') also applied for an order requiring Sharareh Bata (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on June 10, 2026.

Derek Chan appeared as agent for the Landlord. Emily Barbati appeared as the Landlord's legal representative. The Tenant also attended the hearing. Rebecca Ward appeared as the Tenant's legal representative.

Through mediation, the parties agreed to the following order on consent. I was satisfied that the parties understood and agreed to the terms below.

On consent of the parties, it is ordered that:

1. The Tenant shall complete repairs to the peeling paint in the bathroom on or before June 30, 2026. The Landlord will inspect on June 30, 2026 to confirm compliance.
2. The Tenant shall pay the Landlord \$1,785.40 in consideration of damage to the floors of the residential unit. The Tenant shall pay that amount in the following manner:

- a) \$250.00 on or before the 28th day of each month commencing July 28, 2026 and concluding January 28, 2027.
- b) \$35.40 on or before February 28, 2027.
- 3. The Tenant shall replace the closet doors within 30 days of the Landlord completing repairs to the floors. The Landlord will confirm compliance through an inspection by August 15, 2026.
- 4. The Tenant shall return the unit to a state of reasonable cleanliness on or before July 15, 2026. This includes but is not limited to changing the cat litter regularly, cleaning the kitchen vent, mopping down and wiping floors and cupboards and cleaning and organizing the balcony. The Tenant shall then maintain the unit in a state of reasonable cleanliness.
- 5. The Tenant shall not interfere with the Landlord's monthly inspection of the rental unit upon receipt of legal notice of entry. The Landlord will inspect monthly for 6 months commencing July 15, 2026 and concluding December 15, 2026.
- 6. If the Tenant fails to comply with the conditions set out in paragraphs 1-5 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.
- 7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
- 8. If the Tenant does not pay the Landlord the full amount owing on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026 at 4.00% annually on the balance outstanding.

June 19, 2026
Date Issued

Andrew Rowell
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.