



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

Citation: Lady Brantford Ltd. v Chapman, 2023 ONLTB 59998

Date: 2023-09-06

File Number: LTB-L-049906-22

In the matter of: 205, 3 IROQUOIS ST
BRANTFORD ON N3S6N8

Between: Lady Brantford Ltd.

And

Shawn Chapman

I hereby certify this is a
true copy of an Order dated
SEP 6, 2023
Landlord and Tenant Board

Landlord

Tenant

Lady Brantford Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Shawn Chapman (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone visiting the Tenant has wilfully or negligently damaged the rental unit or the residential complex.
- the Tenant, another occupant of the rental unit or someone visiting the Tenant has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenant.

Lady Brantford Ltd. (the 'Landlord') also applied for an order requiring Shawn Chapman (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 August 21, 2023.

The Landlord's Representative, Jackie Struthers, the Landlord's Agent, Dave Malcolm and the Tenant, Shawn Chapman attended the hearing. The parties agreed to participate in mediation. 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. I was satisfied the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The parties agreed the Tenant is in rent arrears of the amount of \$1,852.00, the Tenant has agreed to make efforts pay the money to the Landlord.

2. The parties agreed Margery Chapman is to be removed as a party to this application. She is no longer a Tenant.
3. The parties have agreed that the Tenant will keep the noise levels in the rental unit at an acceptable level.

On consent it is ordered that:

1. The application is amended, and Margery Chapman is removed as a party to this application.
2. On or before February 1, 2024 the Tenant is responsible for completing the following repairs and/or replacements/tasks:
 - a) Any holes in the walls in the whole rental unit are to be patched and painted.
 - b) All damaged doors and door hardware are to be repaired or replaced.
 - c) Cleaning of the unit to an acceptable level of cleanliness for the purpose of pest control prevention.
3. On or before March 1, 2024, the Tenant is responsible for completing the following items:
 - a) The window in the living room (upper pane only) is to be replaced by a professional.
 - b) The tiles in the bathroom are to be replaced with similar tile.
 - c) The medicine cabinet is to be replaced in the bathroom.
 - d) All light fixtures, electrical outlets and light switch covers are to be replaced.
 - e) Any damaged kitchen drawers or cabinets are to be repaired.
 - f) Repairs to the hardwood flooring and replacement of the kitchen floor tiles.
 - g) Paint the walls, trim and doors in the rental unit.
 - h) Repair any damages to the any of the ceilings in the rental unit.
4. If the Tenant does not repair/replace the items listed by the dates prescribed in this order, the Tenant will owe the Landlord the amounts listed in the Customer Work Invoice for a total of \$15,080.00, less the amounts listed equal to any of the items the Tenant did replace and or repair.
5. If the Tenant fails to comply with the conditions set out in 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.

September 6, 2023
Date Issued



Tanya Speedie
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.