



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-063049-25-AM

In the matter of: 20 CRAIG DR
KITCHENER ON N2B2J3

Between: Emma Doherty Landlords
Curtis Doherty

And

Alan Drees Tenants
Claudette Haag

This amended order is issued to correct a clerical error in the original order issued on December 5, 2025.

Emma Doherty and Curtis Doherty (the 'Landlords') applied for an order to terminate the tenancy and evict Alan Drees and Claudette Haag (the 'Tenants') because the Landlords in good faith require possession of the rental unit for the purpose of residential occupation for at least one year.

The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The application was scheduled to be heard by video conference on November 24, 2025.

Before the start of the hearing, the Landlords' Representative, Giuseppe Rizzuto, the Landlords, the Tenants' representative, James Roussy and the Tenants advised that the parties had reached an agreement. The Tenant declined the opportunity to speak with Duty Counsel prior to the hearing.

The parties requested that Dispute Resolution Officer (DRO) Sarah Visnovec issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed facts:

- a) The Landlords have compensated the Tenants an amount equal to one month's rent on August 29, 2025.
- b) Based on the monthly rent, the daily compensation is \$102.31. This amount is calculated as follows: \$3,111.90 x 12, divided by 365 days.
- c) The Landlords collected a rent deposit of \$3,000.00 from the Tenants and this deposit is still being held by the Landlords. Interest on the rent deposit, in the amount of \$269.42 is owing to the Tenants for the period from November 21, 2021, to December 31, 2025.
- d) The amount of the rent deposit and interest on the rent deposit will be applied to the last month of the tenancy, in this case, January 2026.
- e) \$157.52 is owing to the Tenants after applying \$111.90 of the interest to top up the last month's rent deposit to the lawful rent amount.
- f) The Landlords will provide a credit of \$1,555.95 toward the rent for December 2025, conditional upon the Tenants vacating by January 31, 2026.
- g) If the Tenants do not vacate the premises by January 31, 2026, the credited amount of \$1,555.95 will become due and payable and the Tenants will start to owe interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

On consent, it is ordered that:

- 1. The tenancy between the Landlords and the Tenants is terminated. **The Tenants must move out of the rental unit on or before January 31, 2026.**
- 2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 1, 2026.
- 4. The Tenants shall pay to the Landlords \$1,555.95, which represents compensation for the use of the unit for December 2025 (\$3,111.90) minus a credit of (\$1,555.95).

If the Tenants do not vacate the unit on or before January 31, 2026

- 5. If the Tenants do not vacate the unit on or before January 31, 2026, the Tenant shall also pay the Landlords compensation of \$102.31 per day for the use of the unit starting February 1, 2026, until the date the Tenants moves out of the unit.
- 6. If the Tenants do not vacate the unit on or before January 31, 2026, the credited amount of \$1,555.95 will become due and payable.

7. If the Tenants do not pay the Landlords the full amount owing on or before January 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2026, at 4.00% annually on the balance outstanding.

December 5, 2025
Date Issued

Sarah Visnovec
Hearings Officer, Landlord and Tenant Board

February 6, 2026
Date Amended

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 1, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.