



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

File Number: LTB-L-103652-25

In the matter of: 218, 340 VICTORIA ST S
AMHERSTBURG ON N9V2K6

Between: Windsor Essex Community Housing Corporation Landlord

And

Korey Humphries Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Korey Humphries (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 application was scheduled to be heard on March 10, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions and advised that they had reached a settlement to resolve all matters at issue in the application. They requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord's representative, Brandon Valley, and the Tenant were present. The Tenant did not meet with Duty Counsel prior to the hearing.

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

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant, any occupant of the rental unit, and any person the Tenant permits in the residential complex shall not substantially interfere with the reasonable enjoyment of the residential complex by creating excessive noise. This includes, but is not limited to, prolonged dog barking, loud music, use of power tools, hammering, or banging within the rental unit.
3. The Tenant, any occupant of the rental unit, and any person the Tenant permits in the residential complex shall not throw drop or store any items on the balcony that may pose a safety risk. This includes, but is not limited to, combustible materials or any item that could fall from the balcony. They shall also ensure that nothing is poured or discharged from the balcony that could drip or flow to units below. They shall further ensure that dog urine or feces does not fall or drain to the units below.

4. The Tenant, any occupant of the rental unit, and any person the Tenant permits in the residential complex shall not engage in aggressive, intimidating, threatening, or harassing behaviour toward any person on the residential complex, including other tenants, guests, or the Landlord's staff or contractors.
5. The Tenant shall remove any additional locks installed on the rental unit door no later than March 20, 2026, and shall ensure that the Landlord has access to the rental unit using the original Landlord installed locking system only. The Tenant shall not install any additional locks without the Landlord's written consent.
6. The Tenant, any occupant of the rental unit, and any person the Tenant permits in the residential complex shall not store any items in the common areas or hallways. This includes garbage that should be disposed of immediately in the designated areas.
7. The terms set out in paragraphs 2 through 6 of this Order shall remain in effect for the period ending twelve (12) months from the date this order is issued.
8. If the Tenant fails to comply with any of the terms as set out in paragraphs 2 through 6 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 Landlord and Tenant Board without notice to the Tenant.
9. The Tenant shall pay to the Landlord the sum of \$186.00. This amount represents the cost of filing the application.
10. If the Tenant does not pay the Landlord the full amount owing as set out in paragraph 9 of this order on or before March 15, 2028, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2028 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Nancy Fahlgren
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.