



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-103818-25

In the matter of: 312, 1316 PRINCESS ST
KINGSTON ON K7M3E2

Between: Kingston & Frontenac Housing Corporation Landlord

And

Cynthia Craley Tenant

Kingston & Frontenac Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Cynthia Craley (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Kingston & Frontenac Housing Corporation (the 'Landlord') also applied for an order requiring Cynthia Craley (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on March 23, 2026. The Landlord's agent, Patricia Price, the Landlord's legal representative, Nicola Diak, the Tenant and the Tenant's legal representative, Lauren Thompson attended the hearing.

The parties resolved the matter directly and requested an order on consent. I am satisfied that parties understand the terms and consequences of their consent, including waiving the right to a hearing for this application.

Agreed Facts:

1. The lawful rent is \$1,715.00. It is due on the 1st day of each month.
2. Based on the monthly rent, the daily compensation is \$56.38. This amount is calculated as follows: \$1,715.00 x 12 months, divided by 365 days.

3. The Tenant is owing the Landlord \$262.00 towards utility arrears for the period ending March 31, 2026.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$32.86 is owing to the Tenant for the period from April 22, 2025, to March 23, 2026.
6. The parties agree to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Landlord owes the Tenant \$1,284.86 which is the amount of the rent deposit and interest on the rent deposit, less \$262.00 for the reasonable out-of-pocket expenses the Landlord has incurred as a result of the unpaid utility costs and less \$186.00 for the cost of filing the application
5. The Landlord is authorized to deduct from the amount owing to the Tenant \$56.38 per day for compensation for the use of the unit starting April 1, 2026, to the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

April 2, 2026
Date Issued

Oluwatobi Abobarin
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on November 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.