



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

File Number: LTB-L-106764-25

In the matter of: 1495 CURRY AVE
WINDSOR ON N9B 2B3

Between: Windsor Essex Community Housing Corporation Landlord

And

Kali Sanders Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Kali Sanders (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 willfully 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.

The Landlord also applied for an order requiring 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 scheduled for a merits hearing, via video conference, on April 8, 2026 and was mediated by Susan Parsons, a Dispute Resolution Officer/Hearings Officer with the Landlord and Tenant Board. The Tenant attended and declined the opportunity to consult with Tenant Duty Counsel prior to mediation. Agent of the Landlord, Daniel Fox also participated and was represented by Madeline Whitworth.

The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

On consent of the parties, it is ordered that:

1. The Tenant, any occupants and/or guests shall not cause any damage in the rental unit;
2. The Tenant, any occupants and/or guests shall not tamper with any fire safety devices;
3. The Tenant shall pay to the Landlord \$4 000.00, representing the damages claimed in the application and the application filing fee;
4. The Tenant shall pay the amount owing, as per paragraph 3 above, as follows:
 - a. Commencing May 1, 2026, the Tenant shall pay \$150.00 on or before the first (1st) day of each and every month until the amount owing is paid in full. The final payment shall occur on or before July 1, 2028 and will be in the amount of \$100.00.
5. If the Tenant fails to meet the terms in this Order, the Landlord may apply under section 78 of the Residential Tenancies Act, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's failure to meet this term.

April 14, 2026
Date Issued

Susan Parsons
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.