



Order under Section 88.2 Residential Tenancies Act, 2006

File Number: LTB-L-105963-25

In the matter of: B, 34 Spring Street
Westport ON K0G1X0

Between: Spring Street Property Management Corporation Landlord

And

Lori Bevins (Yeomans) Tenant

Spring Street Property Management Corporation (the 'Landlord') applied for an order requiring Lori Yeomans (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.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was scheduled to be heard by videoconference on April 15, 2026. As a result of this order, the hearing has been cancelled. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of a Dispute Resolution Officer.

The Landlord's Representative Daniel Moak, Landlord's Agent Fraser Beale, the Tenant's Representative Cathy Easter, and the Tenant were present.

The parties agreed that:

1. A cash-for-keys agreement has been negotiated in good faith, and this resolution is intended to be a global settlement of all issues regarding this tenancy, up to the date of the order.
2. The washing machine and overhead microwave in the rental unit are the Tenant's property.
3. The Landlord remains responsible for water utilities, and the Tenant is responsible for heat and hydro charges.
4. The Tenant may terminate the tenancy at the end of any rental period prior to the Termination Date, with 10-days Notice to the Landlord. That rental period will be deemed to be the final rental period of this tenancy.

5. If the Tenant vacates the rental unit prior to August 01, 2026, the Landlord will pay them \$1,377.08 in addition to the final cash-for-keys payment contemplated in the order below.
6. The Landlord will pay the Tenant \$12,500.00 in satisfaction of this resolution.
7. The Landlord will be attending the rental unit to inspect the condition of the premises, on April 20, 2026, at 9am. The parties agree to waive the Landlord's 24-Hour Notice requirement for this date and time only.
8. The Landlord is holding a rent deposit of \$1,377.00, and no interest is owed on that amount.

On consent of the parties, it is ordered that:

1. The Application shall be amended to reflect the Tenant's correct name "Lori Bevins (Yeomans)".
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2026.
3. The Landlord shall pay the Tenant \$12,500.00 via e-transfer to labdonnelly@gmail.com in accordance with the following schedule:
 - \$6,250.00 on or before May 10, 2026; and,
 - \$6,250.00 on or before September 08, 2026, or no more than 5-calendar days after the Tenant provides vacant possession to the Landlord, whichever date is earliest.
4. If the Landlord does not pay the Tenant the full amount owing on or before September 08, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 09, 2026, in accordance with the *Courts of Justice Act* on the balance outstanding.
5. If the unit is not vacated on or before August 31, 2026, then starting September 01, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

6. 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 September 01, 2026.
7. This order settles all claims advanced by the Tenant and/or the Landlord against one another in relation to this tenancy, up to the date of this order.

April 21, 2026
Date Issued

Adam Rogers
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 March 1, 2027, 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.