



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-012369-26

In the matter of: 1, 27 JOHN ST
KINGSTON ON K7K1S8

Between: Kingston Home Base Landlord
Non-Profit Housing Inc.

And

James Caldwell Tenant

Kingston Home Base Non-Profit Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict James Caldwell (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 and because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully 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.

The application was scheduled to be heard by video conference on April 16, 2026.

Before the start of the hearing the Landlord's lawyer Nicola Diak, the Tenant James Caldwell and the Tenant's lawyer William Florence engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and 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.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if, for the period of April 16, 2026, through to and including April 15, 2027, the Tenant meets the conditions set out below.

2. On or before June 30, 2026, the Tenant will do his part to keep the interior and exterior common areas in a state of ordinary cleanliness and agrees to actively participate in a clean up plan with the Landlord.
3. On or before June 30, 2026, the Tenant will remove his garbage and debris, excess clutter from the rental unit and the common areas including the yards. This means any of the Tenant's items that are not reasonably considered items belonging in the kitchen and living areas.
4. Starting on April 16, 2026, the Tenant will not keep illegal substances and/or drug paraphernalia in the common areas including the living room and other common areas.
5. Starting on April 16, 2026, the Tenant will not permit overnight guests to stay in the common areas of the complex and will not permit overnight guests, who do not have a permanent address, without the Landlord's permission.
6. If the Tenant fails to comply with the conditions set out in paragraphs 2, 3, 4 or 5 of this order during the period of April 16, 2026, through to and including April 15, 2027, 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 LTB without notice to the Tenant.
7. The Tenant shall pay to the Landlord \$436.00 (\$250.00 for clean up costs and \$186.00 for the cost of filing the application) in full on or before June 30, 2026.
8. If the Tenant does not pay the Landlord in accordance with paragraph 7 of this order, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026, at 4.00% annually on the balance outstanding.

April 24, 2026
Date Issued

Diego Fernandez-Stoll
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.