



**Order under Section 69 / 88.1 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-048132-25-HR

In the matter of: Unit 10 - 710 Division Street
Kingston, ON K7K6T9

Between: Kingston Frontenac Housing Corporation Landlord

and

Stephanie Lemmon Tenant

HEARING ORDER ON CONSENT

Procedural History of Application

On June 11, 2025, Kingston Frontenac Housing Corporation (the 'Landlord') applied in a N5-based L2 application seeking an order to terminate the tenancy and evict Stephanie Lemmon (the 'Tenant') because the Landlord claimed that the Tenant, someone visiting or living with the Tenant, or someone the Tenant permitted into the residential complex:

- has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant; and
- 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 provided in the N5 Notice. The Landlord also claimed for reasonable out-of-pocket costs they incurred or will incur to repair or replace undue damage to property.

The application was scheduled to be heard on September 29, 2025 but was adjourned on consent of all parties to give the Tenant more time to comply with an outstanding fire order. The adjourned hearing was made peremptory on the Tenant.

The application was rescheduled to be heard January 12, 2026 but was again adjourned on consent.

The adjourned hearing was heard by videoconference on April 23, 2026. The Landlord's agent Patricia Price (property manager and paralegal) attended the hearing on behalf of the Landlord, along with their legal representative Nicola Diak (lawyer). The Tenant's legal representative Lauren Thompson (lawyer) attended the hearing on behalf of the Tenant.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

It is ordered on consent that:

1. The Landlord's L2 application seeking eviction is denied, subject to the conditions imposed by this conditional Order as mutually agreed to on consent of the parties. During the **next 15 months**, the Tenant shall agree to the following cleanout to **a level 4 on the clutter rating scale**. By:
 - (a) **June 15, 2026 through to June 15, 2027**, the Tenant shall have **no threat to life** issued by the Kingston Fire Department;
 - (b) **July 31, 2026**, the Tenant shall clean **under the stairs closet**;
 - (c) **October 30, 2026**, the Tenant shall clean the **living room** and **kitchen**;
 - (d) **January 31, 2027**, the Tenant shall clean the **bathroom** and **bathroom hallway**;
 - (e) **March 31, 2027**, the Tenant shall clean the **dining room**; and
 - (f) **July 31, 2027**, the Tenant shall clean the **upstairs bedrooms**.
2. **If the Tenant fails their responsibilities in any of the conditions listed in paragraph 1 above, the entire rental unit shall be brought to a level 4 clutter rating within 30 days of any breach of paragraph 1 above.**
3. If the Tenant requires assistance to remove any further items, the parties shall mutually come to an agreement regarding assistance, and the Tenant shall incur the expense for maintenance staff to assist with removal of such items.
4. The parties agree that the amount currently outstanding for damages is \$4,094.00 which was incurred by the Landlord to sustain ongoing rental unit cleanup. The Tenant agrees to pay the Landlord the damages according to a repayment schedule of **\$25.00 per month, starting on May 20, 2026, and continuing for 163 months**, with repayments **due on or by the 20th day** of each month. **On the 164th month** the final repayment will be **\$19.00**.
5. The Tenant agrees to provide the Landlord with **basic information related to her disability and the housing accommodations** required by **May 31, 2026**.
6. If the Tenant fails to meet any of the conditions in accordance with **paragraphs 2 through 5** above, by the due dates listed, then 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 L4 application within 30 days of a breach of a condition set out in paragraphs 2 through 5 of this order.
7. The Tenant shall provide regular updates to the Landlord regarding the progress of the cleanup.
8. **Kingston Fire Department** will determine the level of clutter in the rental unit.

9. If Kingston Fire Department is unable to assist in determining the level of clutter in the rental unit, then the Landlord will conduct an inspection and provide photographs of the inspection to the Tenant's representative.
10. The Tenant agrees to pay the Landlord reimbursement of the filing fee of **\$186.00** for this application, by **December 31, 2026**.

April 27, 2026
Date Issued

Michelle Tan

Vice Chair, 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.