



Order under Section 69 Residential Tenancies Act, 2006

Citation: Kingston & Frontenac Housing Corporation v Fletcher, 2026 ONLTB 36171

Date: 2026-05-08

File Number: LTB-L-016210-26

In the matter of: 185 CURTIS CRES
KINGSTON ON K7M2N2

Between: Kingston & Frontenac Housing Corporation Landlord

And

Eva Fletcher Tenant

Kingston & Frontenac Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Eva Fletcher (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on April 30, 2026.

The Landlord's legal representative Nicola Diak and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The rental unit is rent-geared-to-income ("RGI").
4. The lawful rent is \$1,179.17. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$38.77. This amount is calculated as follows: \$1,179.17 x 12, divided by 365 days.
6. The Tenant has paid \$250.00 to the Landlord since the application was filed.
7. The rent arrears owing to April 30, 2026 are \$8,924.16.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. There is no last month's rent deposit.
10. The Landlord's representative submitted that the rental unit is a 3-bedroom RGI unit, that on review, the City of Kingston made a determination in March 2025 that as the Tenant resides there by herself, she is over housed.
11. Further, that the Tenant was offered alternative single bedroom units and that these options were refused according to the Landlord on three occasions. This is disputed by the Tenant.
12. Subsequently, the subsidy was revoked and while the Tenant attempted to appeal the decision her appeal was denied. It is not disputed that without the subsidy the Tenant can not afford to reside in the rental unit as her sole source of income is from Ontario Works and she is currently in the process of applying for ODSP benefits.
13. The Tenant submitted that she understands that she must vacate, however would require some time to do so.
14. The Landlord's representative submitted that the Landlord is sympathetic to the circumstances and that they are open to a 30-day delay to permit the Tenant to find alternative housing. That this has been an issue facing both parties for a number of months and that there are a number of families awaiting 3 bedroom RGI housing that the Tenant currently occupies. That any further delay would be prejudicial to both parties given the growing amount of rent arrears.

Relief from eviction

15. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to postpone the eviction until June 8, 2026 pursuant to subsection 83(1)(b) of the Act.
16. In making my determination I considered the submissions of the parties, I note that while the amount of arrears is high, the Tenant testified that she is uncertain where she will move to once she vacates the unit, with family residing overseas. As of the date of the hearing there is no evidence before the Board that there are concrete financial changes impending that would allow for a preservation of tenancy on a conditional basis, and the current household income is not sufficient to cover the rent. By providing the extension of time, the Tenant may be afforded additional time to either void this order or find alternative housing.
17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

2. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:

- \$10,289.33 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$11,468.50 if the payment is made on or before June 8, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 8, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 8, 2026.**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,110.16. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$38.77 per day for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before June 8, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 9, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before June 8, 2026, then starting June 9, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 June 9, 2026.

May 8, 2026
Date Issued

Alicia Johnson
Member, 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 expires on December 9, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$10,353.33
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$250.00
Total the Tenant must pay to continue the tenancy	\$10,289.33

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 8, 2026

Rent Owing To June 30, 2026	\$11,532.50
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$250.00
Total the Tenant must pay to continue the tenancy	\$11,468.50

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,174.16
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$250.00
Total amount owing to the Landlord	\$9,110.16
Plus daily compensation owing for each day of occupation starting May 1, 2026	\$38.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	