



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

File Number: LTB-L-080856-25

In the matter of: 605, 381 BAGOT ST
KINGSTON ON K7K6B7

Between: Kingston & Frontenac Housing Corporation Landlord

And

Brenda Hewton Tenant

Kingston & Frontenac Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Brenda Hewton (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 wilfully or negligently caused damage to the premises

Kingston & Frontenac Housing Corporation (the 'Landlord') also applied for an order requiring Brenda Hewton (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 May 11, 2026. Patricia Price attended on behalf of the Landlord and was represented by Nicola Diak. The Tenant was also present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, 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 terms and consequences of their consent.

The Parties agreed:

- a. The Landlord gave the Tenant an N5 notice of termination, alleging that 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 that 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.

- b. The Tenant was in possession of the rental unit on the date the application was filed.
- c. The Landlord incurred costs of \$648.06 for repairs due to damage to the rental unit. This will be paid back to the Landlord through a payment plan.
- d. For a period of 12 months from the date of the mediation, the Tenant will:
 - keep the unit in a state of ordinary cleanliness;
 - will contact maintenance in a timely manner if repairs and maintenance issues arise in the unit;
 - remove garbage and debris promptly, within a reasonable time frame;
 - will refrain from causing negligent or willful damages to the unit;
 - will not tamper with fire or carbon monoxide alarms.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below for a period of 12 months from the date of the mediation:
 - The Tenant shall keep the unit in a state of ordinary cleanliness;
 - The Tenant shall contact maintenance in a timely manner if repairs and maintenance issues arise in the unit;
 - The Tenant shall remove garbage and debris promptly, within a reasonable time frame;
 - The Tenant shall refrain from causing negligent or willful damages to the unit;
 - The Tenant shall not tamper with fire or carbon monoxide alarms
2. The Tenant agrees to a payment plan for damages of \$684.06 at \$25.00 per month for 25 months, and \$23.06 for the 26th month, starting at the 1st of the month. The payments begin June 1, 2026, and end August 1, 2028.
3. If the Tenant fails to comply with the conditions set out in paragraphs 1 and 2 of this order, 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.

May 20, 2026
Date Issued

Helen Giannini
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.