



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

File Number: LTB-L-014271-26; AND
LTB-L-027771-26; AND
LTB-T-108521-25

In the matter of: 117 JAMES ST
KINGSTON ON K7K1Z5

Between: Shona De Jong Landlord

And

Deborah Schuurmans
Yegor Zakharov Tenant
Andrea Dearing

File# LTB-L-014271-26, L2 Application:

Shona De Jong (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Schuurmans (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

This application was heard by videoconference on June 11, 2026. The Landlord's legal representative, Bruce Parsons, the Landlord and the Tenant's legal representative, Miranda Minassian were in attendance.

The parties elected to participate in Landlord and Tenant Board (LTB) facilitated mediation with the assistance of Dispute Resolution and Hearings Officer, Sonja Richter.

File# LTB-L-027771-26, L4 Application:

Shona De Jong (the 'Landlord') applied for an order to terminate the tenancy and evict Deborah Schuurmans (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant failed to meet a condition specified in the order issued by the Board on February 20, 2026, with respect to application LTB-L-095809-25. An ex parte order was issued on April 7, 2026, terminating the tenancy. On April 7, 2026, the Tenant filed a motion to set aside the ex parte order and was scheduled for a hearing on May 13, 2026. At that hearing the matter was adjourned on consent to July 13, 2026.

This matter was brought forward by the parties on consent on June 11, 2026.

File# LTB-T-108521-25, T2 Application:

Deborah Schuurmans, Yegor Zakharov and Andrea Dearing (the 'Tenant') applied for an order determining that Shona De Jong (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This matter was brought forward by the parties on consent on June 11, 2026.

At the hearing, the parties consented to the following order.

I was satisfied the parties understood the consequences of their consent.

The parties agreed that:

1. The parties have brought forward files LTB-L-027771-26 and LTB-T-108521-25 and this order shall resolve all the three files, including LTB-L-014271-26.
2. The motion to set aside Order LTB-L-027771-26, issued on April 7, 2026, is granted and the original Order LTB-L-095809-25, issued on February 20, 2025, is cancelled and replaced with the terms here within this order.
3. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy as of August 15, 2026.
4. The current lawful rent is \$2,152.00. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$70.75. This amount is calculated as follows: \$2,152.00 x 12 months, divided by 365 days.
6. The Landlord collected a last month's rent deposit in the amount of \$2,000.00 and it can only be applied to the last month of the tenancy.
7. Interest on the rent deposit, in the amount of \$178.75 is owing to the Tenant for the period from September 1, 2022, to June 30, 2026.
8. The one-month compensation for the N12 notice has been paid to the Tenant.
9. The parties agree to communicate by way of email.

On consent of the parties, it is ordered that:

1. The motion to set aside Order LTB-L-027771-26, issued on April 7, 2026, is granted.
2. Order LTB-L-027771-26, issued on April 7, 2026, is set aside and cannot be enforced.

3. Order LTB-L-095809-25, issued on February 20, 2025, is cancelled and replaced with the terms here within this order.
4. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before August 15, 2026.
5. The last month's rent deposit will be applied to the month of July 2026.
6. The Tenant shall pay to the Landlord \$1,034.50 on or before August 1, 2026 for the rental period of August 1, 2025 to August 15, 2026. This amount was calculated as follows: per diem rate (\$70.75) x 15, less the interest owing (\$178.75), plus the last month rent deposit top up (\$152.00).
7. The Tenant reserves the right to terminate the tenancy sooner than August 15, 2026, with 5 days written notice to the Landlord.
8. Where the Tenant ends the tenancy sooner than August 15, 2026, by way of written notice, the Landlord shall pro-rate last month's rent deposit and/or the rent accordingly.
9. Upon confirmation of vacant possession, the Landlord shall pay to the Tenant \$800.00.
10. If the unit is not vacated on or before August 15, 2026, then the Tenant shall pay the Landlord compensation of \$70.75 per day for the use of the unit starting August 16, 2026, until the date the Tenant moves out of the unit.
11. If the unit is not vacated on or before August 15, 2026, then starting August 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
12. 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 August 16, 2026.

June 15, 2026
Date Issued

Sonja Richter
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 *Residential Tenancies Act, 2006*, (the 'Act'), the part of this order relating to the eviction expires on February 16, 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.