



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

Citation: Meerburg v Robinson, 2024 ONLTB 965

Date: 2024-01-03

File Number:

In the matter of: Unit B, 752 DEAN AVE
OSHAWA ON L1H3G1


Between: Glen Meerburg

And

Dylan Robinson

I hereby certify this is a true copy of an Order dated

JAN 03, 2024



Landlord and Tenant Board

Landlord

Tenant

Glen Meerburg (the 'Landlord') applied for an order to terminate the tenancy and evict Dylan Robinson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on December 5, 2023.

The Landlord, the Landlord's Legal Representative, Suzanne Diamond, and the Tenant attended the hearing.

At the hearing, the parties mutually agreed to resolve all matters at issue with this application up to the day of the hearing and requested an order on consent. I was satisfied that the parties understood the terms of the consent.

Agreed Facts:

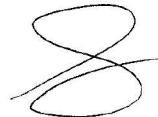
1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,900.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$62.47. This amount is calculated as follows: \$1,900.00 x 12, divided by 365 days.
5. The Tenant has paid \$600.00 to the Landlord since the application was filed.
6. The rent arrears owing to December 31, 2023 are \$13,114.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord is holding deposits collected at the beginning of the tenancy as allowed by the Act totalling \$2,120.00.
9. The parties agreed upon a non-voidable eviction order to take effect on December 31, 2023.
10. The Landlord has filed another application with the Board LTB-L-086050-23. The Tenant has not yet filed any applications with the Board against the Landlord.

On consent it is ordered that:

1. This order resolves all issues arising out of the tenancy to the date of the hearing.
2. The Landlord will withdraw their application LTB-L-086050-23. The Tenant will not file any application regarding issues up to the date of the hearing.
3. The tenancy between the Landlord and the Tenant is terminated. **The Tenant must move out of the rental unit on or before December 31, 2023.**
4. The Tenant will leave the unit in a broom swept condition.
5. The Tenant will pay the Landlord \$1,900.00 on or before December 21, 2023.
6. If the Tenant complies with paragraph 6 of this order, the remaining amount owed to the Landlord will be waived. The Landlord will keep the deposits collected at the beginning of the tenancy.
7. If the Tenant fails to comply with paragraph 6 of this order, the remaining amount owed to the Landlord will become due immediately, less the deposits collected by the Landlord, and the Tenant will start to owe interest. This will be simple interest calculated at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 31, 2023, then starting January 1, 2024, 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 January 1, 2024.

January 3, 2024
Date Issued



Elena Jacob
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 July 1, 2024 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.