



I hereby certify this is a true copy of an Order dated  
**MAR 14, 2024**  
*Kelly Delaney*  
Landlord and Tenant Board

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

**Citation:** Shergill v Mceneny, 2024 ONLTB 18833

**Date:** 2024-03-14

**File Number:** LTB-L-083619-23

**In the matter of:** 45, 30 TIMES SQUARE BLVD  
STONEY CREEK ON L8J0M1

**Between:** Jagdip Singh Shergill Landlord

**And**

James Mceneny Tenant  
Jennifer M Mceneny

Jagdip Singh Shergill (the 'Landlord') applied for an order to terminate the tenancy and evict James Mceneny and Jennifer M Mceneny (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 5, 2024 at 09:00 am.

The Landlord Representative Bryan Rubin and the Tenant James Mceneny attended the hearing.

**Agreed facts:**

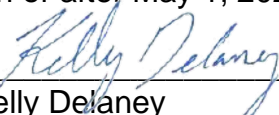
1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,700.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to March 31, 2024 are \$17,550.00.
7. There is no last month's rent deposit.

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenant is terminated effective April 30, 2024.

2. The Tenant shall pay to the Landlord \$17,736.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application.
3. The rent deposit and interest the Landlord owes on the rent deposit will be returned to the Tenant upon them giving vacant possession back to the Landlord on or before April 30, 2024.
4. The Tenant shall also pay the Landlord compensation of \$88.77 per day for the use of the unit starting March 6, 2024 until the date the Tenant moves out of the unit.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2024, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2024, at 7.00% annually on the balance outstanding.
6. If the unit is not vacated on or before April 30, 2024, then starting May 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 May 1, 2024.

**March 14, 2024**  
**Date Issued**

  
\_\_\_\_\_  
Kelly Delaney  
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 November 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.