



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

Citation: Property Management Barrie Inc v Jeffery, 2022 ONLTB 3327

Date: 2022-08-12

File Number: LTB-L-032010-22
LTB-T-037970-22

In the matter of: 23 Blue Mound Drive
Barrie, Ontario L4M4B3

Between: Property Management Barrie Inc

and

Jayson Demings
Venessa Jeffery

I hereby certify this is a
true copy of an Order dated
AUG 19, 2022
Landlord and Tenant Board

Landlord

Tenants

Property Management Barrie Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Jayson Demings and Venessa Jeffery (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application)(LTB-L-032010-22).

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

The Tenants applied for an order determining that the Landlord, Landlord's agent or superintendent:

- substantially interfered with the Tenants' reasonable enjoyment of the rental unit or complex or with the reasonable enjoyment of a member of the Tenants' household;
- harassed, coerced, obstructed, threatened or interfered with the Tenants; and
- withheld or interfered with the Tenants:
 - vital services, which are heat from September 1 to June 15, fuel, electricity , gas, hot or cold water; and/or
 - care services and meals in my care home.

The Tenants also applied for an order determining the Landlord has not repaired or maintained the rental unit or the residential complex, or has not complied with health, safety, housing or maintenance standards (LTB-T-037970-22).

Application LTB-L-032010-22 was heard by videoconference on August 8, 2022.

The Landlord's Legal Representative, John Cramer, and the Tenants attended the hearing. The Tenants declined the opportunity to speak with Duty Counsel prior to the start of the proceeding.

The parties mutually agreed to resolve all matters at issue in both of the applications LTB-L-032010-22 and LTB-T-037970-22 and requested an order on consent. I was satisfied the parties understood the consequences of the joint submission.

At the hearing, the parties agreed:

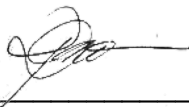
1. The Tenants are still in possession of the rental unit.
2. The rent arrears owing to July 31, 2022 are \$4,842.40. The Landlord also incurred costs of \$201.00 for filing the application. The total outstanding to July 31, 2022 is \$5,043.40.
3. The tenancy will terminate on September 30, 2022. The Tenants will move out of the rental unit on or before September 30, 2022.
4. The Landlord collected a rent deposit of \$1,925.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit is owing to the Tenant for the period from October 4, 2019 to August 8, 2022.
5. The rent deposit and any interest owing will be applied to the month of September 2022 and the arrears and costs owing.
6. On or before December 31, 2022, the Tenants will pay the Landlord \$2,500.00. The Landlords waive any entitlement to any further arrears and costs outstanding to September 30, 2022.
7. The Landlord agrees not to seek enforcement of this order at Small Claims Court before January 1, 2023. Interest will start to run on any amount outstanding as of January 1, 2023.
8. The lawful rent is \$1,948.10. It is due on the first day of each Month.
9. Based on the Monthly rent, the daily rent/compensation is \$64.05. This amount is calculated as follows: $\$1,948.10 \times 12$, divided by 365 days.
10. If the Tenants do not vacate on or before September 30, 2022, daily rent/compensation will be owed to the date the Tenants move out and the Landlord may file this order for eviction with the Sherriff for enforcement as set out below.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of September 30, 2022. The Tenants must move out of the rental unit on or before September 30, 2022.
2. The Tenants shall pay the Landlord \$2,500.00.
3. If the Tenants do not vacate the rental unit on or before September 30, 2022, the Tenants shall also pay the Landlord daily rent/compensation of \$64.05 per day for the use of the unit starting October 1, 2022, to the date the Tenants move out of the unit.

4. If the Tenants do not pay the Landlord the full amount owing on or before December 31, 2022, the Tenants will start to owe interest. This will be simple interest calculated from January 1, 2023, at 3.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 30, 2022, then starting October 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. 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 October 1, 2022.

August 19, 2022
Date Issued



Rebecca Case
Member, Landlord and Tenant Board

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 of the Tenant expires on February 28, 2023 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.