



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-26457-21

In the matter of: 395 MOUNTAIN CREST AVE
HAMILTON ON L9C1L6

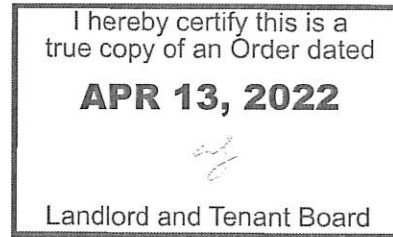
Between: Marta Swiecki

Landlord

and

Dave Debono
Kelly Firman

Tenants



Marta Swiecki (the 'Landlord') filed an L2 application under the *Residential Tenancies Act, 2006* (the 'Act') based on an N12 Notice of Termination for an order to terminate the tenancy and evict Kelly Firman and Dave Debono (the 'Tenants') because the Landlord requires possession of the rental unit for the purpose of residential occupation. The Landlord also filed for an order to terminate the tenancy and evict the Tenants because the Tenants did not pay the rent that the Tenants owe. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

A hearing took place at the Landlord and Tenant Board on March 2, 2022, at 9:00 a.m. via video conference on VC line 121. The Landlord attended the hearing and was represented by Samuel Korman Licensed Paralegal on behalf of David Ciobotaru Licensed Paralegal at D&D Associates Paralegal Professional Corporation. The Tenants attended the hearing and were self-represented. The Tenants consulted with Tenant Duty Counsel prior to the hearing.

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 consequences of the joint submission.

At mediation, the parties consented to the following order:

It is ordered that:

1. The parties agree that the total sum of arrears owing up to and including March 31, 2022, as of today's date of March 2, 2022, is \$1829.00 including the application filing fee of \$201.00.
2. The parties agree that the Tenants shall pay the total amount as noted in paragraph 1 (\$1829.00) plus new rent as it becomes owing, according to the following schedule:

Amount to be paid	On or before	Reason for payment
\$1829.00	March 7, 2022	Arrears

3. Unless the Tenants voids the order as set out below, the tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 7, 2022.
4. The Tenants shall pay to the Landlord \$1829.00*, which represents the amount of rent owing up to March 31, 2022.
5. The Tenants shall also pay to the Landlord \$53.52 per day for compensation for the use of the unit starting March 8, 2022, to the date the Tenants moves out of the unit.
6. If the Tenants does not pay the Landlord the full amount owing* on or before March 7, 2022, the Tenant will start to owe interest. This will be simple interest calculated from March 8, 2022, at 2.00% annually on the balance outstanding.
7. If the unit is not vacated on or before March 7, 2022, then starting March 8, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 March 8, 2022.
9. If the Tenants wishes to void this order and continue the tenancy, the Tenants must pay to the Landlord \$1829.00 on or before March 7, 2022, or if the Tenants do not make full payment in accordance with this paragraph and by the appropriate deadline, then the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. If the Tenants do not pay the Landlord the full amount owing on or before March 7, 2022, they will start to owe interest. This will be simple interest calculated from April 25, 2022, at 2.00% annually on the balance outstanding.
11. If the Tenants pays \$1829.00 on or before March 7, 2022, and voids the termination under the standard order, then the tenancy between the Landlord and the Tenants shall be terminated, as of May 31, 2022. The Tenants must move out of the rental unit on or before May 31, 2022.
12. There is a Last Month Rent on deposit being held by the Landlord and it shall be applied to the month of May 2022. The Tenants will have to pay their lawful rent for the month of April 2022.
13. If the unit is not vacated on or before May 31, 2022, then starting June 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

14. 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 June 1, 2022.



April 13, 2022
Date Issued

Claude Mbuyi
Dispute Resolution Officer,
Landlord and Tenant Board

Toronto South-RO
15 Grosvenor Street, 1st 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 October 25, 2022, 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.



Melissa Gross
Office Administrator Ext. 0
melissagross@danddassociates.ca

JUDGMENT ENFORCEMENT FORM

TO:	Marta	DATE:	April 13, 2022
FROM:	Melissa Gross ext 221	FAX NO:	905-882-5934

Our office has received an ORDER for the tenant file below. Please indicate your further instructions for enforcement of the Order and return this form by fax to 905-882-5934 or email.

**RE: 395 MOUNTAIN CREST AVE,
DEBONO/FIRMAN
COURT FILE# SOL-26457-21 OUR FILE#21-46171
TERMINATION DATE: MAR 8/22 OR JUN 1/22**

*Please note that we cannot file with the Sheriff's office until the termination date.

PLEASE ATTACH AN UPDATED TENANT LEDGER TO THIS FORM

PART I – SHERIFF – EVICTION

IF **YES**, PLEASE COMPLETE IN **FULL** THE SECTION BELOW
If the eviction is not required please indicate

Name/Address	Sheriff Required(Y/N)	No. of Persons	No. of Children	Pets? /Type? Size?	Key Available
SAME AS ABOVE					

MAJOR INTERSECTION OF THE PROPERTY _____

*****SUPERINTENDENT'S NAME AND NUMBER** _____

******TENANT STILL IN POSSESSION** YES NO, IF NO VACATE/EVICTION DATE _____

PART II – Collections

Examination of Debtor

*****PLEASE PROVIDE TENANT'S NEW ADDRESS AND COPY OF RENTAL APPLICATION**

To issue, file and serve Notice of Examination	Fees	Disbursements
Attend Examination Hearing/Contempt Hearing		

Garnishment of Wages/Bank Account

*****PLEASE FILL OUT IN COMPLETE AND ATTACH A COPY OF RENTAL APPLICATION/LETTER OF EMPLOYMENT/BANK INFORMATION/COPY OF CHEQUE FROM TENANT**

Tenant who's wages are to be garnished:			
Employer/Bank:		Phone Number:	()
Address:	City:	Postal Code:	
Garnishment: To issue, file and serve Notice of Garnishment		Fees	Disbursements