



**Order under Section 69 and 77
Residential Tenancies Act, 2006**

File Number: SWL-52906-21

In the matter of: 85, 105 PINNACLE DRIVE
KITCHENER ON N2P1B8

Between: Pooja Sharma

and

Amanda Kelloway
Joseph Bradford

**I hereby certify this is a
true copy of an Order dated**
Sept 15, 2021 *S.C.*
Landlord and Tenant Board

Landlord

Tenants

- [1] Pooja Sharma (the 'Landlord') applied to the Landlord and Tenant Board for an order to terminate the tenancy and evict Joseph Bradford and Amanda Kelloway (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 application). The Landlord also filed an application to terminate the tenancy because they have been persistently late in paying their rent (L2 application).
- [2] The application was scheduled to be heard by video conference on August 6, 2021. Barrett Beaudoin represented the Landlord. Amanda Kelloway attended on behalf of herself and Joseph Bradford.
- [3] The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.
- [4] The parties agreed that:
 - a. The Tenants have not paid the total rent the Tenants were required to pay for the period from July 1, 2020 to August 31, 2021. Because of the arrears, the Landlord served a Notice of Termination effective February 28, 2021.
 - b. The Landlord collected a rent deposit of \$2,325.30 from the Tenants and this deposit is still being held by the Landlord.
 - c. Interest on the rent deposit has been paid to the Tenants for the period up to December 31, 2020.
 - d. On consent, the parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of September 15, 2021. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenants do not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

- [5] The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before September 15, 2021.
2. The Tenants shall pay to the Landlord \$22,174.08*, which represents the amount of rent owing and compensation up to September 15, 2021 plus the \$201.00 application filing fee, less the rent deposit.
3. The Tenants shall also pay to the Landlord \$75.62 per day for compensation for the use of the unit starting September 16, 2021 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 September 15, 2021, the Tenants will start to owe interest. This will be simple interest calculated from September 16, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 15, 2021, then starting September 16, 2021, 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 September 16, 2021.



September 15, 2021

Date Issued

Joanne Lolato

Hearing Officer, Landlord and Tenant Board

South West-RO
150 Dufferin Avenue, Suite 400, 4th Floor
London ON N6A5N6

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 March 16, 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.

* Refer to section A on the attached Summary of Calculations.

**Schedule 1
SUMMARY OF CALCULATIONS**

File Number: SWL-52906-21

A. Amount the Tenants must pay if the tenancy is terminated:

Reasons for amount owing	Period	Amount
Arrears: (up to the termination date in the Notice of Termination)	July 1, 2020 to February 28, 2021	\$9,250.00
Plus compensation: (from the day after the termination date in the Notice to the date of the order)	March 1, 2021 to September 15, 2021	\$15,048.38
Less the rent deposit:		-\$2,325.30
Amount owing to the Landlord on the order date: (total of previous boxes)		\$21,973.08
Additional costs the Tenants must pay to the Landlord:		\$201.00
Plus daily compensation owing for each day of occupation starting September 16, 2021:		\$75.62 (per day)
Total the Tenants must pay the Landlord if the tenancy is terminated:		\$22,174.08, + \$75.62 per day starting September 16, 2021