



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

Citation: Trudel v Collins, 2023 ONLTB 31295

Date: 2023-04-14

File Number: LTB-L-016949-23

In the matter of: A, 218 SIXTH ST W
CORNWALL ON K6J2W9

Between: Joseph Allan Smith
Keelan Smith
Kathleen Trudel

And

Jody Collins

I hereby certify this is a
true copy of an Order dated
APR 14, 2023
Landlord and Tenant Board

Landlords

Tenant

Joseph Allan Smith, Keelan Smith and Kathleen Trudel (the 'Landlords') applied for an order to terminate the tenancy and evict Jody Collins (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. Also, because the Tenant has been persistently late in paying the rent. Also, because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

The Landlords also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlords also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on March 29, 2023. The Landlords, the Landlords' legal representative, Marie Beaupre, the Tenant, and the Tenant's legal representative, Amber Miller, attended the hearing.

The application is amended to include Keelan Smith as an additional Landlord.

At the hearing, the parties requested the following order on consent. I am satisfied that the parties understood the consequences of their joint submissions.

Determinations:

1. The Tenant is in possession of the rental unit as of the hearing date.
2. The parties agree that the total amount outstanding including arrears of rent for the period ending April 30, 2023 and the Landlords application filing fee cost is \$702.00.
3. The Landlord agrees to waive the rent arrears for the period ending April 30, 2023 in the amount of \$516.00.
4. The Landlord further agreed to waive the \$186.00 application filing fee.
5. The Landlord withdrew their claim for out-of-pocket expenses for any damages to the rental unit.
6. The parties agreed to a final non-voidable termination of the tenancy for August 31, 2023.
7. The parties further agreed that as a condition for granting the extension to August 31, 2023 that the Tenant would pay the ongoing rent on or by the 3rd day of each month from May 2023 to August 2023 subject to section 78 of the *Residential Tenancies Act, 2006* (the 'Act'), in order to satisfy the part of the Landlords application dealing with persistent late payment of rent.
8. The parties further agreed that the Landlord will waive any notice for the Tenant to vacate the rental unit earlier on the condition that the Tenant send them a message in writing of their anticipated move out date at least one day before they move out of the unit. This may be done by text message to the Landlord.
9. The Landlord further acknowledged that they would extend their agreement with CMHA (Canadian Mental Health Association) for the rent subsidy for the duration of the tenancy to August 31, 2023.
10. The Landlord is not holding a last month's rent deposit.
11. The parties further agreed that this order resolves all issues relating to the tenancy as of the date of the hearing.

It is ordered that:

1. The Landlords claim for the application filing fee is withdrawn.

2. The Landlords claim for out-of-pocket expenses for damages to the rental unit is withdrawn.
3. The Landlord waives the rent arrears in the amount of \$516.00 for the period ending April 30, 2023.
4. The Tenancy shall terminate on a final non-voidable basis on August 31, 2023. In the interim, the Tenant shall pay to the Landlord the lawful monthly rent on or by the third day of each month commencing on April 3, 2023 and continuing up to and including to August 3, 2023, or as long as the Tenant resides in the rental unit up to August 31, 2023.
5. If the Tenant fails to pay the rent in full and on time in accordance with paragraph 4 of this order, then the Landlords may apply to the Board for earlier termination of the tenancy for the Tenant's breach within 30 days of the breach prior to August 31, 2023. This application is done without notice to the Tenant and pursuant to section 78 of the Act.
6. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before August 31, 2023.
7. If the unit is not vacated on or before August 31, 2023, then starting September 1, 2023, 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 September 1, 2023.

April 14, 2023
Date Issued



Terri van Hulsstede
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 of the Tenant expires on March 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.