



Order under Section 59  
Residential Tenancies Act, 2006

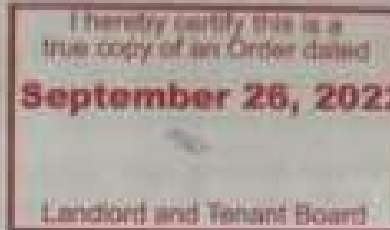
File Number: LTB-L-017402-22  
LTB-L-032679-22

In the matter of: 307, 3985 GRAND PARK DRIVE  
Mississauga ON L5B4M6

Between: Trudy Parolin

And

Michael Bradbury



Landlord

Tenant

Trudy Parolin (the "Landlord") applied for an order to terminate the tenancy and evict Michael Bradbury (the "Tenant") because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year. This is an L2 application, LTB-L-017402-22.

The Landlord also applied for an order to terminate the tenancy and evict the Tenant because the Tenant did not pay the rent that the Tenant owes. This is an L1 application, LTB-L-032679-22.

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

The L2 application, LTB-L-017402-22, was scheduled for a merits hearing, via video conference, on September 20, 2022. The parties agreed that this mediation would also address the Landlord's L1 application, LTB-L-032679-22. These were mediated by Susan Parsons, a Dispute Resolution Officer/Hearings Officer with the Landlord and Tenant Board. The Tenant attended and consulted with Tenant Duty Counsel prior to mediation. The Landlord also participated and was represented by Reena Bassar.

The parties agreed to resolve the issues in both of the Landlord's applications and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

**Agreed Facts:**

- a) Statutory compensation for the N12 notice of termination has been paid to the Tenant pursuant to the provisions of the Residential Tenancies Act.
- b) There is no last month's rent on deposit.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before October 31, 2022.
2. If the unit is not vacated on or before October 31, 2022, then starting November 1, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 November 1, 2022.
4. If the rental unit has not been vacated on or before October 31, 2022, the Landlord may also collect a per diem rate of \$64.44 (based on \$1 960.00 per month X 12 months / 365 days) for use of the unit starting November 1, 2022 to the day the Tenant vacates the unit.
5. The Tenant shall pay to the Landlord \$21 992.23. This amount represents the arrears owing up to and including September 30, 2022 and includes the \$186.00 application filing fee for the L1 application. This amount owing is due and payable on or before October 31, 2022.
6. Simple Interest will be calculated (Courts of Justice Act) on any balance outstanding commencing November 1, 2022.
7. The October 2022 monthly rent shall be paid on or before October 1, 2022.
8. If the Tenant fails to make the payment as per paragraph 7 above, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to this Order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the Board pursuant to Section 76 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing.



Susan Parsons  
Hearings Officer, Landlord and Tenant Board

September 26, 2022

Date Issued

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 May 1, 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.