



Order under Section 69
Residential Tenancies Act, 2006

File Number: TEL-14107-20

In the matter of: 29 GROVE HILL DRIVE
SCARBOROUGH ON M1T3E1

Between: Ying Yan Chen

and

Chantil R. Beardsworth
Shannon Anthony Hynes

I hereby certify this is a
true copy of an Order dated

July 28, 2021

C.P.

Landlord and Tenant Board

Landlord

Tenants

Ying Yan Chen (the 'Landlord') applied for an order to terminate the tenancy and evict Shannon Anthony Hynes and Chantil R. Beardsworth (the 'Tenants') because the Landlord requires possession of the rental unit for the purpose of residential occupation. The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.

This application was mediated by videoconference on July 20, 2021 by C. M. Landon, a Hearing Officer with the Landlord and Tenant Board. Landlord Representative Yun Tao Li, Paralegal and the Tenants attended the hearing. The Tenants were represented by Sheila Warner, Paralegal with Aboriginal Legal Services.

The parties reached a settlement and agreed to a Consent Order to resolve all issues in these two Landlord's application. I was satisfied that the parties understood the terms of their consent as set out in the Order below.

At the hearing, the parties agreed:

1. The Tenants are in possession of the rental premises at the time the application .
2. The current monthly rent is \$2,240.00 and becomes due on the 1st day of each month.
3. The Tenants have received from the Landlord the required compensation in accordance with s.48.1 of the RTA.
4. The Landlord will send written notification by no later than July 31, 2021, to the Canadian Credit Bureau(s) notifying them that the issues she had reported about the Tenants have been rectified.
5. The Tenants' last month's rent deposit of \$2,200.00 collected at the commencement of the tenancy has accrued interest in the total amount of \$133.10 to date. From that amount \$40.00 has been applied to update their deposit to be the equivalent of the current monthly rent, the remainder of \$93.10 will be deducted from the monthly rent that becomes due on August 1, 2021.

6. For the remainder of the tenancy, the Tenants will pay as follows:
 - a) **\$2,146.90** on August 1, 2021 in full satisfaction of the monthly rent for the period of August 1, 2021 up to and including August 31, 2021;
 - b) **\$2,240.00** the full monthly rent that becomes due on September 1, 2021.
7. The Tenants updated last month's rent deposit will be applied to the rent for the period of October 1, 2021 up to and including October 31, 2021 being the last month of the tenancy.

On consent of the parties it is ordered that:

- [1] The tenancy shall terminate on **October 31, 2021**. The Tenants must remove all of their belongings leave the premise in a broom swept condition, return the keys and vacate on or before October 31, 2021.
- [2] If the unit is not vacated by October 31, 2021 then starting November 1, 2021 the Landlord may file this Order with the Court Enforcement Office (Sheriff) so that eviction can be enforced.
- [3] Upon receipt of this Order, the Sheriff is directed to give vacant possession of the unit to the Landlord on or after November 1, 2021.
- [4] If the Tenants do not move out of the rental unit and return vacant possession to the Landlord by October 31, 2021, then commencing November 1, 2021 the Tenants shall pay to the Landlord \$73.64 per diem compensation for daily use of the unit each day to the date the Tenants move out. (The daily rate is calculated as follows: \$2,240.00 monthly rent x 12 months, divided by 365 days).

July 28, 2021

DATE Issued



**C. M. Landon, Hearing Officer,
Landlord and Tenant Board**

Toronto North-RO

47 Sheppard Avenue East, Suite 700, 7th Floor, Toronto ON M2N 5X5

If you have any questions about this Order, call 416-645-8080 or toll free 1-888-332-3234