



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: Ortiz v Miller, 2022 ONLTB 4516

Date: 2022-08-22

File Number: LTB-L-004333-22

In the matter of: 35 Highland Avenue
Hamilton ON L8L1Y8

Between: Bryan Ortiz

And

Charmaine Miller, Timothy Aldridge

I hereby certify this is a
true copy of an Order dated
AUG 30, 2022
Landlord and Tenant Board

Landlord

Tenant

- [1] Bryan Ortiz (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Charmaine Miller and Timothy Aldridge (the 'Tenants') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.
- [2] The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date.
- [3] The Landlord applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.
- [4] The Landlord applied for an order requiring the Tenants 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.
- [5] The application was scheduled to be heard by video conference on August 22, 2022. The Landlord attended and was self-represented. The Tenants attended and were self-represented.
- [6] 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.
- [7] The parties agreed that:
 - a. The tenancy is terminated and the Tenants must move out of the rental unit on or before October 1, 2022.
 - b. The Landlord has compensated the Tenants an amount equal to one month's rent by March 31, 2022. The Tenants received the compensation through the Landlord waiving the requirement of the Tenants to pay the rent due for the period of February 1, 2022 to February 28, 2022.

- c. If the Tenants can provide proof that payments were made to the Landlord for rent from the beginning of the tenancy in full up to February 28, 2022 or including partial payment of February 2022 rent then the Landlord will pay the Tenants any balance of the \$2,000.00 compensation owing.
- d. Based on the Monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12 months, divided by 365 days.
- e. The Landlord collected a rent deposit of \$2,000.00 from the Tenants on March 1, 2020 and this deposit is still being held by the Landlord.
- f. The deposit will be applied to the rent due for September 2022.
- g. Interest on the rent deposit has not been paid.
- h. The Tenants shall pay the Landlord \$1,493.23 for utilities owing at the time the application was filed on January 25, 2022.
- i. The Tenants shall repair the backyard doors by the time they vacate the property and if not, then the Tenants shall pay the Landlord \$2,600.00 for the damages.

[8] 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, 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 October 1, 2022.
2. If the unit is not vacated on or before October 1, 2022, then starting October 2, 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 October 2, 2022.
4. If the Tenants do not vacate the unit on or before October 1, 2022 then they shall owe to the Landlord per diem compensation of \$65.75 starting October 1, 2022 until the date the Tenants vacate the unit.
5. The last month rent deposit will be used to cover the rental period of September 1, 2022 through to and including September 30, 2022.
6. The Tenants shall pay to the Landlord \$1,493.23, which represents unpaid utility costs owing at the time the application was filed on January 25, 2022.
7. Prior to the Tenants vacating the unit, the Tenants shall repair the French doors leading to the backyard.
8. If the doors are not repaired prior to the Tenants vacating the unit, then the Tenants shall pay to the Landlord \$2,600.00, which represents the reasonable costs of repairing the damaged property.
9. If the Tenants do not pay the Landlord the full amount(s) owing, in accordance with this order, on or before October 1, 2022, the Tenants will start to owe interest. This will be

simple interest calculated from October 2, 2022 at 3.00% annually on the balance outstanding.

10. If the Tenants can provide proof to the Landlord for payments that were made to the Landlord for rent from the beginning of the tenancy in full up to February 28, 2022, or including partial payment of February 2022 rent, then the Landlord will pay the Tenants any balance of the \$2,000.00 compensation owing.

11. If the Landlord does not pay the Tenants any amounts owing as outlined in paragraph 10, within 7 days of proof provided, then the Landlord will start to owe interest. This will be simple interest calculated from the date of default at 3.00% annually on the balance outstanding.

August 30, 2022
Date Issued



Joanne Lolato
Hearings Officer, 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 April 2, 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.