



Order under Section 69
Residential Tenancies Act, 2006

File Number: SOL-25018-21

In the matter of: 310, 11 IROQUOIS STREET
BRANTFORD ON N3S6N8

Between: Lady Brantford Ltd

and

Michelle Pierson

**I hereby certify this is a
true copy of an Order dated**
January 11, 2022
LC
Landlord and Tenant Board

Landlord

Tenant

Lady Brantford Ltd (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Pierson (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused undue damage to the premises. The Landlord has also applied for an order requiring the Tenant to compensate the Landlord for the damage. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by video conference on January 5, 2022.

The Landlord's Legal Representative, Jackie Struthers, Dave Malcolm, Property Manager, the Tenant and Jason Barkley, the Tenant's brother, attended the hearing.

The Tenant spoke with Duty Counsel prior to the hearing.

The Tenant requested that the LTB add her brother's email address to her contact information. (Barkleyj72@gmail.com).

The Landlord commits to look for a double payment that the Tenant alleges that she made to the landlord for replacing her lock in October, 2021. The Tenant alleges that ODSP made a \$40.00 payment on her behalf and that the Tenant also paid \$40.00 cash to the Landlord. The Landlord commits to review their records and will reimburse the Tenant \$40.00 if they discover a double payment was made.

The parties participated in mediation and consented to the following order. I was satisfied that they understood the consequences of this order.

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 January 31, 2022.
2. If the unit is not vacated on or before January 31, 2022, then starting February 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 February 1, 2022.
4. If the Tenant does not vacate the unit on January 31, 2022 she will owe the Landlord \$18.21 per day compensation for use of the rental unit starting February 1, 2022 until the day that she moves out.
5. In consideration of the Tenant's consent to terminate the tenancy, the Landlord waives \$1,352.95 in damage.
6. The Landlord shall refund the Tenant \$554.00 for her last month's rent deposit. The Landlord shall also pay the Tenant \$32.67 for interest on her last month's rent deposit. The total that the Landlord shall pay the Tenant is \$586.67. The Landlord shall pay this to the Tenant on or before January 21, 2022. If this amount is not paid when it becomes due then interest will start to accrue. This will be simple interest, calculated at 2% annually on any balance outstanding, commencing January 22, 2022.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 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.

January 11, 2022
Date Issued



Laura Rossiter
Hearing Officer, Landlord and Tenant Board

Southern-RO
119 King Street West, 6th Floor
Hamilton ON L8P4Y7

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