



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

**Citation:** RWC Management v Stacey Leanne Charters, 2023 ONLTB 43558

**Date:** 2023-06-16

**File Numbers:** LTB-L-074700-22 and LTB-T-062759-22

**In the matter of:** 293 MCNABB ST  
SAULT STE. MARIE ON P6B1Y7

<b>Between:</b>	RWC Management	<b>Landlord</b>
	<b>and</b>	
	Stacey Leanne Charters	<b>Tenant</b>

RWC Management (the 'Landlord') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Stacey Leanne Charters (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Tenant filed an application on December 6, 2022 about maintenance under file LTB-T-062759-22.

Both applications (Landlord and Tenant) file numbers noted were jointly mediated on June 5, 2023 by videoconference. Landlord Representative Ibifiri Fabian, Paralegal and the Tenant representing herself after speaking to Tenant Duty Counsel attended the hearing.

In mediation, the parties reached a mutually satisfactory settlement resolving all issues in their respective applications and agreed to a Consent Order. I was satisfied that the parties understood the terms of their consent as set out in the Order below. Specifically, I was satisfied that the Tenant understood the consequences of agreeing to termination of the tenancy and the arrears amount.

**Agreed Facts:**

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$1,700.00. Rent is due on the day of each month.
3. Based on the monthly rent, the daily rent/compensation is \$55.89. This amount is calculated as follows: \$1,700.00 x 12, divided by 365 days.
4. The Tenant has not made any payments since the application was filed.
5. Rent arrears owing to June 30, 2023 are \$17,000.00 **plus** \$186.00 the application filing fee.
6. Without out admission of liability, but to fully resolve the issues raised in the Tenant's application and in consideration of the termination date, the Landlord compensates the Tenant in the amount of **\$5,500.00**. The Tenant will receive the benefit of this amount as follows:
  - a) \$3,800.00 as a reduction from the outstanding arrears; and
  - b) \$1,700.00 as a credit towards the monthly rent that becomes due on July 1, 2023.

7. The Tenant owes to the Landlord the remainder of **\$13,386.00** for rent arrears up to June 30, 2023 inclusive of the application fee. The parties may arrange privately for the repayment of the debt.
8. The Landlord collected a rent deposit of \$1,700.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy, August 1, 2023 to August 31, 2023.

**On consent of the parties, it is ordered that:**

- [1] The tenancy shall terminate on August 31, 2023. The Tenant shall remove all belongings leave the premises empty and broom-swept, return the keys, and vacate.
- [2] If the Tenant does not vacate by August 31, 2023, then starting September 1, 2023, 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 premises to the Landlord on or after September 1, 2023.
- [4] If the Tenant does not move out of the rental unit and return vacant possession to the Landlord by August 31, 2023, then commencing September 1, 2023, the Tenant shall pay to the Landlord \$55.89 per diem compensation for daily use of the unit each day to the date the Tenant moves out.
- [5] The Tenant shall pay the Landlord **\$13,386.00** for rent arrears owing up to June 30, 2023, including the application filing fee by August 31, 2023 or based on an alternate private payment plan established between the parties.
- [6] If the Tenant fails to pay the full amount owing in accordance with paragraph [5] of this Order, then the outstanding amount shall become payable, together with simple interest, calculated from the day after the default. The amount owing shall bear interest at the post-judgment rate determined under subsection 207(7) of the RTA and the Landlord may pursue collection from the Tenant in a court of competent jurisdiction.
- [7] Pursuant to the consent of the parties, the Landlord's and the Tenant's applications before the LTB are resolved.

**June 16, 2023**  
**DATE Issued**



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

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