



AMENDED
Order under Section 69
Residential Tenancies Act, 2006

File Number: LTB-L-014032-22-AM

In the matter of: 16, 549 Rose Avenue
North Bay, Ontario P1B 6V7

Between: Dupuis *Properties*

and

Paul Nicol

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

Jun 27, 2022

Landlord and Tenant Board

Landlord

Tenant

Pursuant to a written request from the Tenant that was filed with the Board on June 21, 2022 the order is clerically amended.

Dupuis Properties (the 'Landlord') **also** applied for an order requiring Paul Nicol (the 'Tenant') 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. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on June 14, 2022.

Dave Dupuis for the Landlord, the Landlord's Legal Representative, Angie Gravelle and the Tenant attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

Determinations:

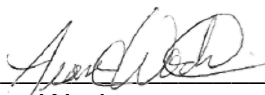
1. Upon the writing of this order, it came to light that the terms presented on consent by the parties did not take into account the last month rent deposit of \$880.00 that was collected by the Landlord, as indicated in the Landlord's application, on September 11, 2019. Therefore, this order has been written to reflect the last month deposit being applied to the month of September 2022.
2. This order does not address any interest that may be owing on the deposit.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before September 30, 2022.
2. If the unit is not vacated on or before September 30, 2022, then starting October 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 October 1, 2022.
4. The last month rent deposit of \$880.00 shall be applied to the month of September 2022.
5. The Tenant shall pay to the Landlord as follows:
 - a) \$880.00 for June rent by June 24, 2022;
 - b) \$880.00 for July rent by July 8, 2022;
 - c) \$880.00 for August rent by August 1, 2022; and
 - d) \$1,033.50 consisting of damages (\$847.50) and the application filing fee (\$186.00) by September 30, 2022.
6. If the Tenant does not make any of the payments required in paragraph 1 in full and on time, the balance owing under that paragraph shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

June 20, 2022
Date Issued

June 27, 2022
Date Amended



Diane Wade
Member, 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 expires on April 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.