



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

**APR 12, 2024**

Landlord and Tenant Board

**Order under Section 69 / 88.1 / 89  
Residential Tenancies Act, 2006**

**Citation:** Shnet v Litwack, 2024 ONLTB 24587

**Date:** 2024-04-12

**File Number:** LTB-L-025579-23

**In the matter of:** BASEMENT, 305 BROWNRIDGE DR  
THORNHILL ON L4J5W7

**Between:** Ella & Fima Shnet Landlord

**And**

Paul Litwack Tenant

Ella & Fima Shnet (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Litwack (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

Ella & Fima Shnet (the 'Landlord') applied for an order requiring Paul Litwack (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.

Ella & Fima Shnet (the 'Landlord') applied for an order requiring Paul Litwack (the 'Tenant') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege, or interest.

This application was scheduled to be heard by videoconference on March 28, 2024.

The Landlord's Agent, Shay Shnet, and the Tenant were present.

The parties voluntarily participated in a Board facilitated mediation and mutually agreed to resolve all the issues in the application. The parties requested an Order on Consent confirming their agreement. I am satisfied that the parties understood the terms and consequences of their consent as set out in the Order below.

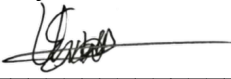
**The Parties agree that:**

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. The Tenant vacated the rental unit on February 4, 2024.
3. The only amount outstanding is the Landlord's cost of filing the application (\$186.00).
4. The Tenant will pay the outstanding amount to the Landlord via e-transfer to [ella13s@hotmail.com](mailto:ella13s@hotmail.com)

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenant is terminated as of February 4, 2024, the move out date by the Tenant.
2. On or before April 15, 2024, the Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenant does not pay the Landlord the full amount owing on or before April 15, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 16, 2024, at 7.00% annually on the balance outstanding.
4. This order resolves this L2 Application only.

**April 12, 2024**  
**Date Issued**

  
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Eno Ubia  
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.