



Order under Section 69 Residential Tenancies Act, 2006

Citation: Davydova v Foster, 2024 ONLTB 25704

Date: 2024-04-10

File Number: LTB-L-098066-23

In the matter of: 1, 514 WALLACE AVE N
WELLAND ON L3B1R2

Between: Svetlana Davydova

And

Briana Foster

I hereby certify this is a
true copy of an Order dated
APR 10, 2024
Landlord and Tenant Board

Landlord

Tenant

Svetlana Davydova (the 'Landlord') applied for an order to terminate the tenancy and evict Briana Foster (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Mediation was held on April 2, 2024. The following parties participated in the mediation: The Landlord's representative, Judith Callender, and the Tenant, Briana Foster.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,700.00. It is due on the 1st day of each month.
4. 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.
5. The rent arrears owing to April 30, 2024 are \$10,100.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. 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 will be applied to the balance of arrears and costs owing.
8. Interest on the rent deposit, in the amount of \$59.50 is owing to the Tenant for the period from November 9, 2022 to April 30, 2024. Interest on the rent deposit will also be applied to the balance of arrears and costs owing.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated as of April 30, 2024. The Tenant must move out of the rental unit on or before April 30, 2024.
2. The Tenant shall pay to the Landlord **\$8,526.50** which represents the arrears of rent (\$10,100.00) plus costs (\$186.00) less the rent deposit (\$1,700.00) and interest owing on the rent deposit (\$59.50) for the period ending April 30, 2024.
3. The Tenant shall pay the Landlord the full amount owing as set out in paragraph 2 on or before April 30, 2024.
4. If the unit is not vacated on or before April 30, 2024, the Tenant shall also pay the Landlord compensation of \$55.89 per day for the use of the unit starting May 1, 2024 until the date the Tenant moves out of the unit.
5. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance to be paid by the Tenant to the Landlord pursuant to paragraph 2 and, if applicable, paragraph 4 of this order shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.
6. If the unit is not vacated on or before April 30, 2024, then starting May 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 May 1, 2024.

April 10, 2024
Date Issued


Ryan Gacnik
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 expires on November 1, 2024 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.