



**Order under Section 69 / 88.2
Residential Tenancies Act, 2006**

Citation: De Andrade v Elder, 2023 ONLTB 74298

Date: 2023-11-10

File Number: LTB-L-052919-23

In the matter of: Main and Upper Level, 28 Wimbledon Court
Brampton ON L6V2S4

Between: Daniella De Andrade

And

Shelley Elder

I hereby certify this is a
true copy of an Order dated
Nov 10, 2023
Landlord and Tenant Board

Landlord

Tenant

Daniella De Andrade (the 'Landlord') applied for an order to terminate the tenancy and evict Shelley Elder (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on November 2, 2023.

The Landlord's Legal Representative, S. Navratil, the Landlord, and the Tenant attended the hearing.

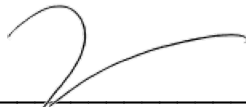
The parties before the LTB consented to the following order:

It is ordered on consent that:

1. Ed Quan, Devon Elder, Adrianna Paterson, and Jessica Bowie-Claros are removed as Tenants in this application.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 30, 2023.
3. The Tenant's last month's rent deposit is applied to November 2023.

4. The Tenant shall pay to the Landlord \$3,589.40, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the unpaid utility costs.
5. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting December 1, 2023 until the date the Tenant moves out of the unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before November 30, 2023, the Tenant will start to owe interest. This will be simple interest calculated from December 1, 2023 at 7.00% annually on the balance outstanding.
7. If the unit is not vacated on or before November 30, 2023, then starting December 1, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 December 1, 2023.

November 10, 2023
Date Issued



Lisa Del Vecchio
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 of the Tenant expires on June 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.