



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

Citation: pls v Catojo, 2022 ONLTB 12684

Date: 2022-11-28

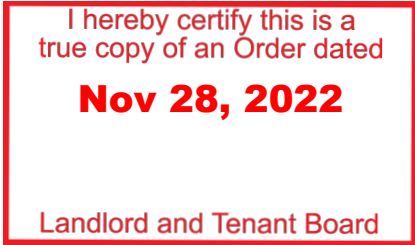
File Number: LTB-L-022441-22

In the matter of: 3 DEVLIN PLACE
BRAMPTON ON L6T3G8

Between: Deepak Chauhan

And

Brian Catojo
Terryann Asemota



Landlord

Tenants

Deepak Chauhan (the 'Landlord') applied for an order to terminate the tenancy and evict Brian Catojo and Terryann Asemota (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was scheduled to be heard by videoconference on November 8, 2022.

The Landlord attended with Legal Representative, Shalini Puri.

The Tenant, Brian Catojo, attended on behalf of both Tenants and spoke with Tenant Duty Counsel prior to mediation.

The parties elected to participate in LTB-facilitated mediation with the assistance of Angela McLaughlin, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

The parties agree to the following:

1. A final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy January 31, 2023. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenants do not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
2. The current monthly rent is \$2,800.00 and is due on the 15th of each month.
3. The total amount the Tenants owe to the Landlord is \$19,936.00 including arrears of rent (\$19,750.00) and costs (\$186.00) up to November 14, 2022.
4. The last month's rent deposit of \$2,800.00 will be applied to the arrears.

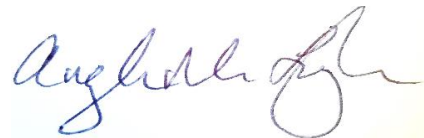
5. The Landlord will waive \$5,168.00 upon completion of the agreed-upon payment plan and upon receiving vacant possession of the rental unit on or before January 31, 2023.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated and the Tenants must move out of the rental unit on or before January 31, 2023.
2. If the unit is not vacated on or before January 31, 2023, then starting February 1, 2023, 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 February 1, 2023.
4. The Tenants shall pay the Landlord the total amount owing of \$19,936.00. This amount represents the arrears of rent (\$19,750.00) plus the application filing fee (\$186.00) up to November 14, 2022.
5. The Tenants shall pay the amount in paragraph 4 as follows:

| Date Payment Due | Amount of Payment |
|-------------------------|-----------------------------------|
| November 18, 2022 | \$4,000.00 (arrears and costs) |
| December 18, 2022 | \$1,400.00 (arrears) |
| January 18, 2023 | \$1,400.00 (arrears) |

6. The Tenants shall also pay the Landlord the rent for the months of November 2022, December 2022 and January 2023 in full, on or before the 15th day of each month.
7. The last month's rent deposit of \$2,800.00 shall be applied to the arrears.
8. If the Tenants make all payments in paragraphs 5 and 6 above and the Tenant vacates the rental unit on or before January 31, 2023, the Landlord shall waive half of the remaining arrears. The Tenants must pay the balance of the arrears totalling \$5,168.00.



Angela McLaughlin
Hearings Officer, Landlord and Tenant Board

November 28, 2022
Date Issued

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 August 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.