

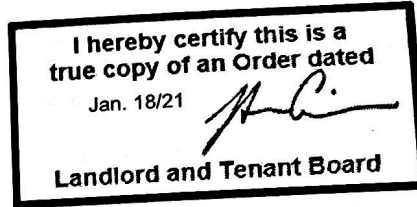


Order under Section 69  
Residential Tenancies Act, 2006

File Number: TSL-15284-20

In the matter of: 223 BEECH AVENUE  
TORONTO ON M4E3J1

Between: Dan Haywood  
  
and  
  
Jennifer Mason



Landlord

Tenant

Dan Haywood (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Mason (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 25, 2020.

The Landlord 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.

**At the hearing, the parties agreed:**

1. The Tenant has not paid the total rent the Tenant was required to pay for the period from April 1, 2020 to November 30, 2020. Because of the arrears, the Landlord served a Notice of Termination effective April 18, 2020.
2. The Tenant is in possession of the rental unit.
3. The monthly rent is \$3,950.00.
4. The Landlord collected a rent deposit of \$3,950.00 from the Tenant and this deposit is still being held by the Landlord.
5. Interest on the rent deposit is owing to the Tenant for the period from January 8, 2018 to April 18, 2020.
6. The Tenant paid \$14,815.00 after the application was filed.
7. The parties agree that the amount outstanding to November 30, 2020, inclusive of rent arrears (\$16,785.00), and costs (\$175.00), is \$16,960.

8. The parties also agreed that the amount will of the arrears would read reduced by \$744.00 to satisfy all the Tenant's section 82 claims. As a result, the total amount owing to the Landlord for arrears of rent and costs up to November 30, 2020 is \$16,216.00.
9. This order resolves all issues with respect to the tenancy up to the date of the hearing.


**On consent of the parties, it is ordered that:**

1. The Tenant shall pay to the Landlord \$16,216.00, which represents the arrears of rent (\$16,785.00), plus costs (\$175.00) outstanding for the period ending November 30, 2020, less \$744.00 to satisfy all the Tenant's section 82 claims.
2. The Landlord's application for eviction of the Tenant is denied on the condition that:
- (a) The Tenant shall make the following payments to the Landlord in respect of the monies owing under paragraph 1 of this order:

Date Payment Due	Amount of Payment
March 1, 2021	\$1,621.60 (costs and arrears)
April 1, 2021	\$1,621.60 (arrears)
May 1, 2021	\$1,621.60 (arrears)
June 1, 2021	\$1,621.60 (arrears)
July 1, 2021	\$1,621.60 (arrears)
August 1, 2021	\$1,621.60 (arrears)
September 1, 2021	\$1,621.60 (arrears)
October 1, 2021	\$1,621.60 (arrears)
November 1, 2021	\$1,621.60 (arrears)
December 1, 2021	\$1,621.60 (arrears)

- (b) The Tenant shall also pay the Landlord the lawful rent for the months of December 2020 to December 2021 in full, and on the first of each corresponding month.

3. If the Tenant fails to make any of the payments in accordance with paragraph 2, and by the dates required, then:
- (a) The Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant, and for the payment of any new arrears of rent and NSF charges not already ordered under paragraph 1 of this order. The Landlord must make the application within 30 days of a breach of a condition set out in paragraph 2 of this order.
  - (b) The balance owing under paragraph 1 of this order 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.



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Richard Ferriss  
Member, Landlord and Tenant Board

**January 18, 2021**  
**Date Issued**

Toronto South-RO  
15 Grosvenor Street, 1st 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.