



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

Citation: Garry Walsh v Belinda Macdonald, 2023 ONLTB 39162

Date: 2023-05-23

File Number: LTB-L-071093-22

In the matter of: 2, 20 ALBERT ST S
LINDSAY ON K9V3G5

Between: Garry Walsh

And

Belinda Macdonald

I hereby certify this is a
true copy of an Order dated
MAY 23, 2023

Landlord and Tenant Board

Landlord

Tenant

Garry Walsh (the 'Landlord') applied for an order to terminate the tenancy and evict Belinda Macdonald (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on May 11, 2023.

The Landlord's Legal Representative J. Struthers and the Tenant attended the hearing.

The parties before the LTB consented to the following order:

It is ordered on consent that:

1. The tenancy is between the Landlord and Tenant is terminated and the Tenant must vacate rental unit by August 1, 2023. This is a non-voidable order.
2. If the unit is not vacated on or before August 1, 2023, then starting August 2, 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 August 2, 2023.
4. The rent owing to May 31, 2023 and the Landlord's cost of filing the application totals \$2,744.40. The rent deposit (\$1,545.00) and interest the Landlord owes on the rent deposit (\$26.60) have been applied to this amount. See Schedule 1 for the calculation of the amount owing.
5. The Tenant shall pay the June and July 2023 rent in full and by the first day of each month.
6. If the Tenant makes the payments required in paragraph five, the Landlord shall waive the amount owing in paragraph four.

7. If the Tenant fails to pay the June and/or July 2023 rent in time and in full, the total amount owing, including the unpaid rent(s) and the amount waived off by the Landlord \$2,774.40, will become due and owing immediately and the Tenant will start to owe interest. This will be simple interest calculated from the date of default at 6.00% annually on the balance outstanding.
8. The Tenant agrees to allow the Landlord to show the rental unit to prospective tenants when a proper 24-hour notice is given to her.
9. The Landlord shall inspect the unit on July 31, 2023 and the Tenant shall allow the same.

May 23, 2023
Date Issued



Sheena Brar
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.

**Schedule 1
SUMMARY OF CALCULATIONS**

A. Amount the Landlord is willing to waive off for the Tenant:

Rent Owing To May 31, 2023	\$4,130.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenant paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	- \$1,545.00
Less the amount of the interest on the last month's rent deposit till May 31, 2023	- \$26.60
Less the amount of the credit that the Tenant is entitled to	- \$0.00
Total the Landlord is willing to waive for the Tenant	\$2,744.40