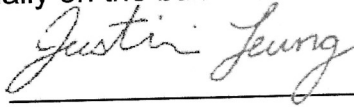


It is ordered on consent that:

1. The tenancy between the Landlord and the Tenants is terminated as of January 31, 2024. The Tenants must move out of the rental unit on or before January 31, 2024.
2. If the unit is not vacated on or before January 31, 2024, then starting February 1, 2024, 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, 2024.
4. The Tenants shall pay to the Landlord \$5875.00 for arrears of rent up to November 30, 2023, and costs, less the Tenants' last month's rent deposit and interest owing on the deposit.
5. The Tenants shall also pay to the Landlord \$53.42 per day for the use of the unit starting February 1, 2024, until the date the Tenants move out of the unit.
6. If the Tenants do not pay the Landlord the full amount owing on or before January 31, 2024 the Tenants will start to owe interest. This will be simple interest calculated from February 1, 2024, at 7.00% annually on the balance outstanding.

November 28, 2023
Date Issued


Justin Leung
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 expires on July 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.



Order under Section 206 Residential Tenancies Act, 2006

Citation: Hornby v Gripper, 2023 ONLTB 76187

Date: 2023-11-28

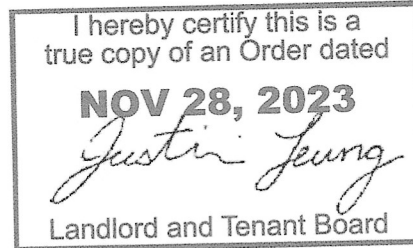
File Number: LTB-L-049893-23

In the matter of: 6, 959 MAIN STREET
HAMILTON ON L8M1N1

Between: Daryl Hornby

And

Kevin Gripper
Andrea Grant



Landlord

Tenants

Daryl Hornby (the 'Landlord') applied for an order to terminate the tenancy and evict Kevin Gripper and Andrea Grant (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 8, 2023.

The Landlord's Legal Representative, Sylvia Lafontaine, and the Tenants attended the hearing.

At the hearing, the parties consented to the following order.

Preliminary matter:

1. The Tenant KG requested an adjournment of this matter as they had recently returned home and did not have sufficient time to prepare for the proceedings. In addition, he stated he was still awaiting bank statements that he requested in August 2023 for which he intended to rely upon as evidence.
2. The Landlord's Legal Representative opposed the adjournment request and submitted the second Tenant AG was aware of this hearing and had previously discussed rent arrear issues with the Landlord. AG responded that she had not discussed the N4 notice and L1 application with the Landlord and stated that arthritis has limited her ability to participate in these proceedings.
3. I refused the adjournment request as it did not appear reasonable that a financial institution would require 3 months to produce bank statements for the Tenant. KG did not provide any evidence in support of his assertion that he had made an attempt to retrieve banking records. In addition, with the rent arrears are now of an amount exceeding \$11,000, an adjournment could be prejudicial to the Landlord as the arrears could increase.