



Order under Section 69 and 77 Residential Tenancies Act, 2006

Citation: Luz Davila v Mendricks, 2024 ONLTB 34848

Date: 2024-05-14

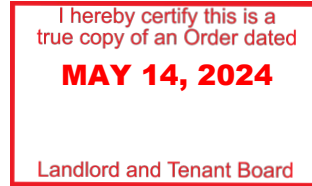
File Number: LTB-L-090384-23
LTB-T-057983-23

In the matter of: BSMT, 1331 BRANDON TERR
MILTON ON L9T7R3

Between: Sandra Luz Davila

And

Wanda Landry Aka Wanda J. Mendricks



Landlord

Tenant

Sandra Luz Davila (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Wanda Landry Aka Wanda J. Mendricks (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on May 2, 2024. The Landlord was present with her legal representative, Ashley Friel. The Tenant attended and was self-represented.

The parties elected to participate in LTB facilitated mediation with the assistance of Joanne Lolato, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board.

The parties agreed to bring forward the Tenant's T2 application, LTB-T-057983-23. The Tenant applied for an order determining that Sandra Davila (the 'Landlord') entered the rental unit illegally and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. The T2 application was resolved, therefore no hearing will be scheduled for the T2 application.

The parties agreed that:

- a. This order is a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of May 31, 2024. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenant does 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.
- b. The lawful rent is \$1,150.00. It is due on the 1st day of each month.
- c. Based on the Monthly rent, the daily rent/compensation is \$37.81. This amount is calculated as follows: \$1,150.00 x 12 months, divided by 365 days.
- d. The Tenant has not made any payments since the application was filed.
- e. The rent arrears owing to April 30, 2024, are \$11,400.00.
- f. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.

- g. The Landlord does not agree with the claims made by the Tenant in her T2 application or raised under s.82, however, provided the Tenant vacates the unit on or before May 31, 2024, the Landlord will provide the Tenant with an abatement of rent of \$3,000.00 for issues raised by the Tenant. This amount will be deducted from the amount owing to the Landlord.
- h. If the Tenant does not vacate the premises on or before May 31, 2024, then the Tenant will forfeit the \$3,000.00 abatement and will therefore owe the Landlord the total amount of arrears owing to April 30, 2024, less interest owing on the deposit, plus daily rent owing starting May 1, 2024 until the date the Tenant vacates the unit. For further clarification, the Tenant would not be able to make a claim against the Landlord for any issues arising from the tenancy up to the date of the hearing.
- i. The Landlord collected a rent deposit of \$1,150.00 from the Tenant and this deposit is still being held by the Landlord.
- j. The rent deposit will be applied to the rental period of May 1, 2024 to May 31, 2024.
- k. Interest on the rent deposit, in the amount of \$72.40 is owing to the Tenant for the period from April 17, 2021 to April 30, 2024.
- l. The interest may be deducted from the total amount of arrears owing.
- m. For clarification, if the Tenant vacates the unit on or before May 31, 2024, the total amount the Tenant owes the Landlord is \$8,513.60. This amount represents arrears of rent up to April 30, 2024 of \$11,400.00 plus the \$186.00 application filing fee, less the \$3,000.00 rent abatement for Tenant issues, less \$72.40 for interest on the deposit. The last month rent deposit is used to cover the May 2024 rent.
- n. This order resolves all issues between the parties arising from the tenancy up to the date of the hearing, May 2, 2024.

The parties agreed to resolve all the issues in the application and further agreed to the LTB issuing an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit on or before May 31, 2024.
2. If the unit is not vacated on or before May 31, 2024, then starting June 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 June 1, 2024.
4. If the Tenant remains in the unit beyond May 31, 2024, the Tenant shall pay the Landlord compensation of \$37.81 per day for the use of the unit starting June 1, 2024 until the date the Tenant moves out of the unit.
5. The last month rent deposit of \$1,150.00 shall be used to cover the rent for the period of May 1, 2024 to May 31, 2024.

6. The amount of arrears owing to April 30, 2024, is \$11,400.00.
7. There is interest owing to the Tenant on the last month rent deposit up to April 30, 2024, in the amount of \$72.40. The interest owing shall be deducted from the total amount owing to the Landlord.
8. Provided the Tenant vacates the unit on or before May 31, 2024, the Tenant will receive an abatement of rent of \$3,000.00 for issues raised by the Tenant. The \$3,000.00 will be deducted from the total amount owing to the Landlord.
9. If the Tenant does not vacate the unit on or before May 31, 2024, then the Tenant will not receive the \$3,000.00 abatement.
10. If the Tenant does not pay the Landlord the full amount owing as a result of this order on or before May 31, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 1, 2024 at 7.00% annually on the balance outstanding.
11. This order resolves all issues in both the Landlord application and the Tenant application as well as any known issues between the parties arising from the tenancy up to May 2, 2024.

May 14, 2024
Date Issued



Joanne Lolato
Hearings Officer, 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 December 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.