



**Order under Section 77(8)
Residential Tenancies Act, 2006**

Citation: 1319399 Ontario Inc C/O GWL Realty Advisors Residential Inc v Derryon John Woolcock, 2023 ONLTB 39843
Date: 2023-05-30 File Number: LTB-L-003474-23-SA

In the matter of: 1602, 360 Torrance Street
Burlington Ontario L7R2R9

Between: 1319399 Ontario Inc C/O GWL Realty Landlord
Advisors Residential Inc

And

Derryon John Woolcock Tenant

1319399 Ontario Inc C/O GWL Realty Advisors Residential Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Derryon John Woolcock (the 'Tenant').

The Landlord's application was resolved by order LTB-L-003474-23, issued on March 10, 2023. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-003474-23.

The motion was heard by videoconference on May 18, 2023.

Only the Landlord's Legal Representative Martin Zarnett attended the hearing.

As of 9:45 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing.

Determinations:

1. Since the Tenant did not attend the hearing to support their motion, the motion must be denied.
2. The Landlord's Legal Representative provided background information for the Board to consider in relation to lifting the stay of the order.
3. The ex-parte order was enforced and the Tenant was evicted on April 26, 2023. On April 27, 2023, the LTB granted a stay of the order based on the Tenant's set aside motion but the Sheriff had already followed through with the eviction.
4. The Landlord's Legal Representative indicated that the parties, through their legal representatives, had agreed, in writing on May 2, 2023, to a 'global' settlement of all tenancy issues. The agreement stipulated that the Tenant would withdraw the set aside motion within three days. However, the Tenant did not withdraw the motion prior to this hearing date.

File Number: LTB-L-003474-23-SA

5. The Landlord's Legal Representative submits that the parties had reached the agreement in good faith with the expectation that the parties would each honour their agreement.
6. There is no evidence that the agreement between the parties was not a binding legal contract. Certainly, the Board's process demands that parties honour their agreements because it is in the interests of justice to do so.
7. The courts have long held that upholding settlement agreements is consistent with the interests of justice. (Velasquez v. Smith [2015] OJ No. 6409, at para. 28) As Member R. Carey determined in TET-78737-17, at paragraph 23, a written agreement to settle a legal dispute is just like any other contract in that one party to the agreement cannot unilaterally decide to renege on it.
8. Given all of the circumstances, the Tenant's motion must be denied.
9. The stay of order LTB-L-003474-23 shall be lifted.

It is ordered that:

1. The motion to set aside Order LTB-L-003474-23 is denied.
2. The stay of Order LTB-L-003474-23 is lifted.

May 30, 2023

Date Issued

Elle Venhola

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.

