



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

Citation: Pasche v Sheridan, 2023 ONLTB 34371

Date: 2023-05-03

File Number: LTB-L-019535-23

In the matter of: 17 Hewitt place
Barrie ON L4M7B3

Between: Andre Pasche Landlord

And

Joelene Sheridan Tenant

Andre Pasche (the 'Landlord') applied for an order to terminate the tenancy and evict Joelene Sheridan (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

Andre Pasche (the 'Landlord') also applied for an order requiring Joelene Sheridan (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 24, 2023.

The Landlord Andre Pasche and the Tenant Joelene Sheridan attended the hearing. Prior to the file being heard, the Tenant spoke with Tenant Duty Counsel.

The parties before the Board consented to the following order. I was satisfied the parties understood the consequences of the joint position. I also confirmed with the Landlord he understood the damages being claimed were beyond the Board's monetary jurisdiction and that any amount above this limit would be extinguished with this consent order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2023.
2. If the unit is not vacated on or before May 31, 2023, then starting June 1, 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 June 1, 2023.
4. The Tenant shall leave the rental unit in a clean state.
5. The Tenant shall have any clutter removed from the rental unit by the termination date of May 31, 2023.
6. The Landlord shall not require the Tenant to make any repairs to the rental unit.
7. The monthly rent for May 2023 is due on or before May 1, 2023.
8. The total amount of damages caused by the Tenant to the rental unit is \$35,000.00.
9. If the Tenant vacates the rental unit on or before May 31, 2023, the Landlord shall waive the entire amount set out in paragraph 8 of this order.
10. If the Tenant does not vacate the rental unit on or before May 31, 2023, the entire amount set out in paragraph 8 of this order shall immediately become due and owing on June 1, 2023.
11. If the Tenant does not pay the Landlord the entire amount owing by June 1, 2023 they will start to owe interest. This will be simple interest calculated from June 2, 2023 at 6.00% annually on the balance outstanding.

May 3, 2023
Date Issued

John Cashmore
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 of the Tenant expires on December 1, 2023 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.