



Order under Section 69 Residential Tenancies Act, 2006

Citation: Rent PERKS ONT v Hinton, 2024 ONLTB 48400

Date: 2024-07-05

File Numbers: LTB-L-011809-24
LTB-T-088367-23

In the matter of: 1, 16 WILDEWOOD AVE
HAMILTON ON L8T1X3

Between: Rent PERKS ONT

And

Melissa Hinton
Trevor Rivero

I hereby certify this is a
true copy of an Order dated
JUL 5, 2024

Landlord and Tenant Board

Landlord

Tenant

Rent PERKS ONT (the 'Landlord') applied for an order to terminate the tenancy and evict Melissa Hinton and Trevor Rivero (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application for LTB-L-011809-24 was scheduled to be heard by videoconference on June 11, 2024. The parties are the same parties to application LTB-T-088367-23 and wished to enter into a consent order that also finally resolves that application. Both applications were heard on June 11, 2024.

The Landlord's Agent, Erin Backa, Landlord's Legal Representative, Anthony Corso, and the Tenant attended the hearing.

At the hearing the parties consented to the following order. I was satisfied that the parties understood the consequences of their consent. In particular, I was satisfied that the Tenant understood the consequence of agreeing to terminate the tenancy on July 15, 2024.

It is ordered on consent that:

1. The tenancy between the Landlord and Tenant is terminated as of July 15, 2024. The Tenant must move out of the rental unit on or before July 15, 2024.
2. If the unit is not vacated on or before July 15, 2024, then starting July 16, 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 July 16, 2024.
4. The lawful rent is \$1,738.00. It is due on the 1st day of each month.

5. Based on the Monthly rent, the daily rent/compensation is \$57.14. This amount is calculated as follows: $\$1,738.00 \times 12$, divided by 365 days.
6. The Tenant shall pay to the Landlord the amount of \$10,000.00 for arrears of rent to July 15, 2024. This amount includes a setoff for the Tenant's last month's rent deposit, any interest owing to the Tenant thereon, and consideration for the settlement of all matters and claims contained under LTB-T-088367-23.
7. If the Tenant does not vacate the rental unit by July 15, 2024, the Tenant shall also pay the Landlord compensation of \$57.14 per day for the use of the unit starting July 16, 2024 until the date the Tenant moves out of the unit.
8. If the Tenant does not pay the Landlord the full amount owing on or before December 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2025 at 7.00% annually on the balance outstanding.
9. This order finally resolves all matters and claims of the Tenant contained under LTB-T-088367-23.

July 5, 2024
Date Issued

Benjamin Seigel
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 January 16, 2025 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.