



June 5, 2024

R. Walker

Landlord and Tenant Board

Amended
Order under Section 69
Residential Tenancies Act, 2006

Citation: Kehoe v Ceballo pereira, 2024 ONLTB 40499

Date: 2024-05-30

File Number: LTB-L-005610-24-AM

In the matter of: 709, 212 KING WILLIAM ST
HAMILTON ON L8R 0A7

Between: Cameron Kehoe Landlord

And

Ashley Ceballo Pereira Tenant

This order amends order LTB-L-005610-24 issued on May 30, 2024. The amendments are bolded for ease of reference.

Cameron Kehoe (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Ceballo Pereira (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on May 23, 2024, by video conference, where the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO). The Landlord's Legal Representative, Liam Walker and the Tenant were present.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

Agreed facts:

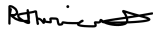
1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,100.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$69.04. This amount is calculated as follows: \$2,100.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2024, are \$10,500.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of **\$2,100.00** from the Tenant and this deposit is still being held by the Landlord.
9. Interest on the rent deposit, in the amount of **\$30.63** is owing to the Tenant for the period from November 1, 2023, to May 23, 2024.
10. The parties agree that the amount outstanding to May 31, 2024: rent arrears (\$10,500.00), costs (\$186.00) less the rent deposit (**\$2,100.00**) less the interest owed on rent deposit (**\$30.63**) is **\$8,555.37**.
11. The parties requested a non-voidable eviction order with an eviction date of May 31, 2024.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated effective May 31, 2024. The Tenant must vacate the rental unit on May 31, 2024.
2. The Tenant shall pay to the Landlord **\$8,555.37**.
3. The Tenant shall also pay to the Landlord \$69.04 per day for the use of the unit starting June 1, 2024, until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before June 1, 2024, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2024, at 7.00% annually on the balance outstanding.
5. 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.
6. 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.

June 5, 2024
Date Amended



Roxanne Theriault
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.