



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

File Number: LTB-L-087962-23

In the matter of: 89 WILTON AVE
WELLAND ON L3C2A1

Between: Amanda Johnson

And

Larissa Deschamps

I hereby certify this is a
true copy of an Order dated
SEP 23, 2024

Landlord and Tenant Board

Landlord

Tenant

Amanda Johnson (the 'Landlord') applied for an order to terminate the tenancy and evict Larissa Deschamps (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on September 11, 2024.

The Landlord, the Landlord's representative Ze Hao Liu and the Tenant attended the hearing. The parties before the LTB consented to the following order:

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$12,330.67 if the payment is made on or before September 29, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$14,630.67 if the payment is made on or before October 29, 2024. See Schedule 1 for the calculation of the amount owing.

OR

 - \$16,930.67 if the payment is made on or before November 1, 2024. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after November 1, 2024 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before November 1, 2024**

5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,969.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
6. The Tenant shall also pay the Landlord compensation of \$75.62 per day for the use of the unit starting September 12, 2024 until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before November 1, 2024, the Tenant will start to owe interest. This will be simple interest calculated from November 2, 2024 at 7.00% annually on the balance outstanding.
8. If the unit is not vacated on or before November 1, 2024, then starting November 2, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 November 2, 2024.



September 23, 2024
Date Issued

Peter Nicholson
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 May 2, 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.

*Note: When the LTB directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this notice. The cheque will be in the amount directed plus any interest accrued up to the date of the notice

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before September 29, 2024

Rent Owing To September 29, 2024	\$32,292.98
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00
Less the amount paid by Jordan's Principle to the benefit of the Landlord	- \$14,686.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount the Tenant is entitled to for Internet, Hydro and Gas paid by the Tenant, which was the responsibility of the Landlord to pay	- \$1,362.31
Total the Tenant must pay to continue the tenancy	\$12,330.67

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before October 29, 2024

Rent Owing To October 29, 2024	\$34,592.98
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00
Less the amount paid by Jordan's Principle to the benefit of the Landlord	- \$14,686.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount the Tenant is entitled to for Internet, Hydro and Gas paid by the Tenant, which was the responsibility of the Landlord to pay	- \$1,362.31
Total the Tenant must pay to continue the tenancy	\$14,630.67

C. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 1, 2024

Rent Owing To November 29, 2024	\$36,892.98
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00

Less the amount paid by Jordan's Principle to the benefit of the Landlord	- \$14,686.00
Less the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
Less the amount the Tenant is entitled to for Internet, Hydro and Gas paid by the Tenant, which was the responsibility of the Landlord to pay	- \$1,362.31
Total the Tenant must pay to continue the tenancy	\$16,930.67

D. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$30,931.82
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$4,100.00
Less the amount paid by Jordan's Principle to the benefit of the Landlord	- \$14,686.00
Less the amount of the last month's rent deposit	- \$0.00
Less the amount of the interest on the last month's rent deposit	- \$0.00
Less the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00
Less the amount the Tenant is entitled to for Internet, Hydro and Gas paid by the Tenant, which was the responsibility of the Landlord to pay	- \$1,362.31
Total amount owing to the Landlord	\$10,969.51
Plus daily compensation owing for each day of occupation starting September 12, 2024	\$75.62 (per day)