



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

**File Number: LTB-L-045392-24**

**In the matter of:** 43 LEADEN HALL DR  
EAST GWILLIMBURY ON L9N0R5

**Between:** ABIODUN OLOPADE

**And**

SILVIA BARRACLOUGH  
MARIA DOMINGUES

I hereby certify this is a  
true copy of an Order dated  
**October 1, 2024**  
*Roxanne Theriault*  
Landlord and Tenant Board

Landlord

Tenants

ABIODUN OLOPADE (the 'Landlord') applied for an order to terminate the tenancy and evict SILVIA BARRACLOUGH and MARIA DOMINGUES (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The parties attended a hearing on September 16, 2024, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO). The Landlord's Legal Representative, T. Sivapatham, the Landlord and the Tenant Silvia Barracough on behalf of both Tenants, 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 Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,950.00. It is due on the 13th day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$64.11.
5. The rent arrears owing to October 12, 2024 are \$6,300.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord collected a rent deposit of \$1,950.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

8. Interest on the rent deposit, in the amount of \$94.56 is owing to the Tenants for the period from October 10, 2022 to September 16, 2024.
9. The parties agreed to a non-voidable eviction effective January 12, 2025, provided that the Tenants pays the rent on October 13, 2024 and on November 13, 2024. The rent deposit will be applied to the last 30 days of the tenancy.

**It is ordered on consent that:**

1. The Tenancy is terminated on October 14, 2024 if the Tenants do not pay the monthly rent on or before October 13, 2024.
2. 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 October 14, 2024.
4. The Tenancy is terminated on November 14, 2024 if the Tenants do not pay the monthly rent on or before November 13, 2024.
5. 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 November 14, 2024.
7. If the Tenants pays the rent for October 2024 and November 2024, **then** the tenancy between the Landlord and the Tenants is terminated on January 12, 2024. The Tenants must move out of the rental unit on or before **January 12, 2025**.
8. The rent deposit will be applied to the last 30 days of the tenancy.
9. If the unit is not vacated on or before January 12, 2025, then starting January 13, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 January 13, 2025.
11. The Tenants shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting January 13, 2025, until the date the Tenants moves out of the unit.
12. If the Tenants do not pay the Landlord the full amount owing on or before January 12, 2025, the Tenants will start to owe interest. This will be simple interest calculated from January 13, 2025, at 6.00% annually on the balance outstanding.

**October 1, 2024**  
**Date Issued**

*Roxanne Theriault*  
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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 July 13, 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.