



DEC. 12, 2024

Landlord and Tenant Board

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

File Number: LTB-L-066703-24

In the matter of: 302, 312 DOUGLAS AVE
NORTH YORK ON M5M1H1

Between: Douglas Avenue Investments Limited Landlord

And

Deanna Prall Tenant

Douglas Avenue Investments Limited (the 'Landlord') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Deanna Prall (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on November 20, 2024.

The Landlord agent Karen Dubin, the Tenant's representative Kyle Warwick and the Tenant attended the hearing.

At the hearing, the parties engaged in mediation with hearing officer D. Knight. As a result of the resolution discussion, the parties reached a settlement of all issues arising from the Application for the period up to the date of the hearing.

The parties before the LTB consented to the following order:

Agreed Facts:

1. The Landlord served the Tenant with a 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 \$1,114.82. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$36.65. This amount is calculated as follows: \$1,114.82 x 12, divided by 365 days.
5. The Tenant has paid \$1,348.54 to the Landlord since the application was filed.
6. The rent arrears owing to November 30, 2024, are \$17,738.39.
7. There are NSF charges in the amount of \$600.00 which the Landlord is waiving.

8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlord collected a rent deposit of \$990.00 from the Tenant 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. Interest on the rent deposit has been used to top up the rent deposit and the current rent deposit is \$1,114.82.
10. In full and final exchange of the Tenant paying rent for December 2024, January 2025 and vacate the unit on March 1, 2025, the Landlord shall waive all outstanding arrears.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant shall vacate the unit on or before March 1, 2025.
2. The Tenant owes \$17,924.39 in arrears of rent to November 30, 2024, and the cost of filing the application.
3. The Landlord shall waive all NSF charges to November 30, 2024, in the amount of \$600.00.
4. The Last month rent deposit shall apply to the last month of the Tenancy.
5. The Tenant shall pay rent for December 2024 on or before December 2, 2024.
6. The Tenant shall pay rent for January 2025 on or before January 2, 2025.
7. All payments shall be made via bank draft to the Landlord at 15 Hove Street, Suite 222, Toronto ON M3H 4Y8 during business hours from Monday to Friday 9:00 a.m. to 5:00 p.m.
8. In full and final exchange of the Tenant abiding to paragraphs 1, 5,6 and 7 the Landlord shall waive all outstanding arrears owed to November 30, 2024, as outlined in paragraph 2.
9. If the Tenant fails to adhere to paragraphs 1,5,6 and 7 the Tenant shall pay all outstanding arrears owing to January 31, 2025, on or before March 1, 2025. If the Tenant does not pay the Landlord the full amount owing on or before March 1, 2025, the Tenant will start to owe interest. This will be simple interest calculated from March 2, 2025, at 6.00% annually on the balance outstanding.
10. If the Tenant fails to make any one of the payments in accordance with paragraph 5, 6 and or 7, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 2 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2024.

11. The Tenant shall also pay the Landlord compensation of \$36.65 per day for the use of the unit starting March 2, 2025, until the date the Tenant moves out of the unit.
12. If the unit is not vacated on or before March 1, 2025, then starting March 2, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
13. 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 March 2, 2025.

December 12, 2024
Date Issued



Dillanique Knight
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 September 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.