



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** Nawab v Royer, 2024 ONLTB 57289

**Date:** 2024-08-02

**File Number:** LTB-L-029920-23

**In the matter of:** 527 RIOJA ST  
STITTSVILLE ON K2S0V9

**Between:** Geelanin Nawab

**And**

Shirvonne Royer  
Blaze Churko

I hereby certify this is a  
true copy of an Order dated

**AUG 02, 2024**

Landlord and Tenant Board

Landlord

Tenant

Geelanin Nawab (the 'Landlord') applied for an order to terminate the tenancy and evict Shirvonne Royer, Jordan Royer and Blaze Churko (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on June 25, 2024.

The Landlord, the Landlord's Legal Representative D. Berezowska, the Tenant S. Royer, on behalf of both Tenant parties, and the Tenant's Legal Representative L.-M. Gordon attended the hearing.

The parties before the LTB consented to the following order, and I was satisfied that the parties understood the consequences of their consent.

### The parties agreed that:

1. The application is amended to remove Blaze Churko as a Tenant party. The style of cause has been amended accordingly.
2. The Tenant vacated the rental unit on May 4, 2023. Rent arrears are calculated up to the date the Tenant vacated the unit.
3. The lawful rent is \$2,074.00. It was due on the 1st day of each month.
4. The Landlord collected a rent deposit of \$2,074.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit was paid to the date the Tenant vacated the rental unit. The rent deposit is applied to the arrears of rent because the tenancy terminated.
5. The arrears of rent up to May 4, 2023 and costs, less the rent deposit, are \$4,106.74.

6. The Tenant will make payments to the Landlord by e-transfer to the Landlord's email address.

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenant is terminated as of May 4, 2023, the date the Tenant moved out of the rental unit.
2. The Tenant shall pay to the Landlord \$4,106.74. This amount includes rent arrears owing up to the date the Tenant moved out of the rental unit and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenant.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 2 in accordance with the following schedule:

<u>Date Payment Due</u>	<u>Amount to be paid</u>
July 30, 2024	\$550.00 (arrears and costs)
August 30, 2024	\$550.00 (arrears)
September 30, 2024	\$550.00 (arrears)
October 30, 2024	\$550.00 (arrears)
November 30, 2024	\$550.00 (arrears)
December 30, 2024	\$550.00 (arrears)
January 30, 2025	\$550.00 (arrears)
February 28, 2025	\$256.74 (arrears)

4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Tenant will start to owe interest. This will be simple interest calculated from the date of the first missed payment at 7.00% annually on the balance outstanding.

**August 2, 2024**  
**Date Issued**

  
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Tiffany Ticky  
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.