



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

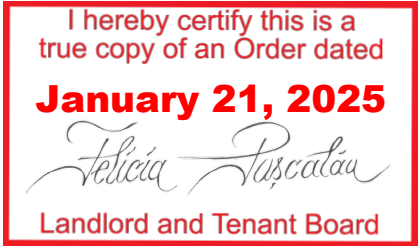
File Number: LTB-L-023513-24

In the matter of: Basement Unit, 1831 ROSEBELLA AVE
Ottawa ON K1T1G4

Between: Ilona Hurda

And

Al Ingram



Landlord

Tenant

Ilona Hurda (the 'Landlord') applied for an order to terminate the tenancy and evict Al Ingram (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was scheduled to be heard by videoconference on January 9, 2025.

The Landlord attended with Legal Representative, Arashdeep Grewal.

The Tenant attended with Legal Representative, James Hardwick.

The parties elected to participate in LTB-facilitated mediation with the assistance of Felicia Puscalau, a Dispute Resolution Officer and Hearings Officer with the Landlord and Tenant Board.

Parties reached consent prior to the mediation, as a result the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

Agreed Facts:

1. The parties agreed to terminate the tenancy on June 30, 2025.
2. Parties agreed that the Tenant may terminate the Tenancy earlier than June 30, 2025, and if so, he will provide at least 30 days notice and will receive an additional \$1,103.16 at the time of signing the Notice N11.
3. On March 5, 2024, the Landlord paid the Tenant an amount equivalent to one month's rent, fulfilling the obligation under section 48.1 of the Residential Tenancies Act, 2006 (the 'Act') to provide compensation equal to one month's rent.

On consent of the parties, it is ordered that:

1. The Landlord shall pay to the Tenant:
 - a. \$2,757.90 on or before February 9, 2025
 - b. \$2,757.90 on or before March 9, 2025.
2. If the Landlord does not pay the Tenant the full amounts owing on or before the dates above, then the Landlord will start to owe interest. This will be simple interest calculated from the day after the breach at 5.00% annually on the balance outstanding.
3. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before June 30, 2025.
4. If the unit is not vacated on or before June 30, 2025, then starting July 1, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 July 1, 2025.
6. The Tenant shall pay the Landlord compensation of \$36.27 per day for the use of the unit starting July 1, 2025, until the date the Tenant moves out of the unit.

January 21, 2025

Date Issued



Felicia Puscalau

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 of the Tenant expires on January 1, 2026 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.