



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

File Number: LTB-L-076604-24

In the matter of: BASEMENT, 17 ETHERINGTON CRES
BARRIE ON L4N7T2

Between: BILL GREEN

And

KASSANDRA SMITH

I hereby certify this is a
true copy of an Order dated
JAN 07, 2025
Landlord and Tenant Board

Landlord

Tenant

Bill Green (the 'Landlord') applied for an order to terminate the tenancy and evict Cassandra Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on December 19, 2024.

Before the start of the hearing, the Landlord's legal representative, Cassandra Weatherston and the Tenant, Cassandra Smith engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Sarah Visnovec provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application. Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed facts:

- a) The rent arrears owing to December 31, 2024, are \$5,900.00.
- b) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- c) The Landlord collected a rent deposit of \$1,500.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit will be applied to the last rental period of the tenancy, in this case January 1 to 31, 2025.
- d) Interest on the rent deposit, in the amount of \$20.86 is owing to the Tenant for the period from May 31, 2024, to December 19, 2024.
- e) The parties requested a non-voidable eviction order with an eviction date of January 31, 2025.

On consent, it is ordered that:

- 1. The tenancy between the Landlord and the Tenant is terminated effective January 31, 2025. **The Tenant must vacate the rental unit on or before January 31, 2025**

2. The Tenant shall pay to the Landlord **\$6,065.14**. This amount includes rent arrears owing up to December 31, 2024 (\$5,900.00) plus the cost of filing the application (\$186.00) minus the interest owed (\$20.86).
3. If the Tenant does not move out on or before January 31, 2025, the Tenant shall also pay the Landlord compensation of \$49.32 per day for the use of the unit starting February 1, 2025, until the date the Tenant moves out of the unit.
4. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2025, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2025, at 5.00% annually on the balance outstanding.
5. If the unit is not vacated on or before January 31, 2025, then starting February 1, 2025, 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 February 1, 2025.

January 7, 2025
Date Issued

Sarah Visnovec

Sarah Visnovec
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 August 1, 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.