



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

**Citation:** Bailey v Shipman, 2023 ONLTB 67906

**Date:** 2023-10-17

**File Numbers:** LTB-L-060314-22 and LTB-T-045749-23 and LTB-069235-22

**In the matter of:** Main Floor, 93 PERTH AVE  
Toronto ON M6P3X2

**Between:** David Bailey

**Landlord**

**and**

Stephanie Michele Shipman

**Tenant**

David Bailey (the 'Landlord') filed a combined application to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Stephanie Michele Shipman (the 'Tenant') because the Tenant failed to pay the rent the tenant owes (L1 Application) and because the Tenant has been persistently late in paying the monthly rent (L2 Application). The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Tenant filed two applications (file numbers noted above) about Tenant Rights.

All three applications were jointly mediated by videoconference on October 5, 2023. Landlord Representative Victoria Marr, Paralegal, the Landlord, and the Tenant after speaking to Tenant Duty Counsel, attended the hearing.

In mediation, the parties reached a mutually satisfactory settlement of the Landlord's application and the Tenant's applications and agreed to a Consent Order. I was satisfied that the parties understood the terms of their consent as set out in the Order below. Specifically, I was satisfied the Tenant understood the consequences of agreeing to termination of the tenancy as well as making payments, including any that becomes due prior to receiving this Order.

**At the hearing, the parties agreed:**

1. The Tenant was still in possession of the rental premises at the time of the hearing. However, the parties agree this tenancy will terminate on or by **December 31, 2023**, with provisions for enforcement.
2. The monthly rent is \$1,595.00. Rent becomes due on the 1<sup>st</sup> day of the month.
3. The Tenant owes to the Landlord rent arrears up to October 31, 2023 in the amount of \$15,373.25 plus \$186.00 application filing fee, totalling **\$15,559.25**.

4. In exchange for the termination date of December 31, 2023 and all Tenant issues related to the tenancy and in the Tenant's applications, the Landlord relinquishes fifty percent (\$7,686.63) of the outstanding rent arrears on condition that the Tenant pays October's rent and November's rent in full. Thereafter, the Tenant will owe the remaining half for rent arrears to October 31, 2023 plus the application filing fee in the total amount of \$7,872.63
5. The Tenant will pay to the Landlord October's rent arrears in two installments of, **\$800.00** by October 13, 2023 plus **\$795.00** by October 27, 2023. The remaining balance \$6,228.58, (being the decreased rent arrears \$6,277.63 minus \$49.05 interest on the last month's rent deposit) will be paid by way of a private arrangement between the Landlord and the Tenant.
6. In addition to the two arrears payments in paragraph 5, the Tenant will pay **\$1,595.00**, the full monthly rent on November 1, 2023.
7. If the Tenant fails to make the two arrears payments in October in accordance with paragraph 5 or on November 1, 2023 pursuant to paragraph 6, then section 78 of the RTA may be invoked by the Landlord to seek an earlier termination date than agreed in paragraph 1.
8. If the Tenant breaches paragraph 5 or 6 and section 78 is pursued by the Landlord, or if the Tenant does not vacate by December 31, 2023 the fifty percent waived arrears amount is forfeited and the compensation will be \$1,200.00 in consideration of the Tenant's applications and deducted from the total amount of \$15,559.25. Therefore, the Landlord may seek to recover the amount of \$14,359.25 for arrears and the filing fee in a court of competent jurisdiction.
9. The Landlord has a rent deposit of \$1,595.00 from the Tenant and this deposit will be applied in accordance with subsection 106(10) of the 'Act' to the rent for the last period of the tenancy, being the month of December 2023. The interest in the amount to of \$49.05 that is owed to the Tenant will be deducted from the arrears.
10. If the Tenant fails to vacate by December 31, 2023, she will owe per diem/daily compensation starting January 1, 2023, and continuing daily until she vacates the premises. Based on the monthly rent, the daily compensation is \$52.44. This amount is calculated as follows: \$1,595.00 x 12, divided by 365 days.

**On consent of the parties, it is ordered that:**

- [1] The tenancy shall terminate on or before **December 31, 2023**. The Tenant must remove all belongings, leave the premises empty, in broom-swept condition, return the keys and vacate.

- [2] If the unit is not vacated by December 31, 2023, then starting January 1, 2024, the Landlord may file this Order with the Court Enforcement Office (Sheriff) so that eviction can 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 January 1, 2024.
- [4] If the Tenant does not move out of the rental unit and return vacant possession to the Landlord by December 31, 2023, then commencing January 1, 2024, the Tenant shall pay to the Landlord \$52.44 daily compensation for the unit each day to the date the Tenant move out.
- [5] The Tenant owes the Landlord \$15,559.25 for rent arrears up to October 31, 2023 and filing fee. However, the Landlord will relinquish \$7,686.63 of this amount on condition the Tenant vacates the unit by December 31, 2023 and the Tenant pays to the Landlord as follows:
- a) \$800.00 – by October 13, 2023, towards rent arrears;
  - b) \$795.00 – by October 27, 2023, remainder of rent arrears for October 2023;
  - c) \$1,595.00 – on November 1, 2023 rent for November 2023.
- [6] Should the Tenant fail to make any of the payments in accordance with paragraph [5] a) or b) or c) by the dates required, then the Landlord may apply to the LTB under section 78 of the Residential Tenancies Act, **without notice to the Tenant**, for an Order terminating the tenancy and evicting the Tenant. In the application, the Landlord may also request new arrears and charges not already ordered under paragraph [5]. Additionally, the Landlord may seek to recover from the Tenant \$14,359.25 the rent arrears inclusive of (\$1,200.00) compensation for the Tenant's two applications. The Landlord must make this application within 30 days of a breach by the Tenant.
- [7] In the event of non-payment the outstanding balance to be paid by the Tenant, shall become payable, together with simple interest, calculated from the day after the default. The balance owing shall bear interest at the post-judgment rate determined under subsection 207(7) of the RTA.
- [8] Pursuant to the consent of the parties, the Landlord's application and the Tenants applications before the LTB are resolved.

**October 17, 2023**

**DATE Issued**



**C. M. Landon, Hearing Officer,  
Landlord and Tenant Board**

Toronto North-RO

47 Sheppard Avenue East, Suite 700, 7th Floor, Toronto ON M2N 5X5

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 April 16, 2024 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.