



Order under Section 69 Residential Tenancies Act, 2006

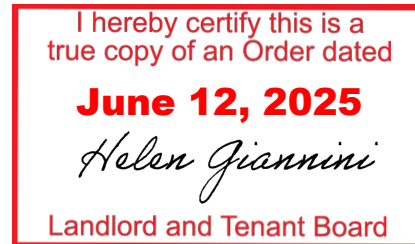
File Number: LTB-L-009517-25

In the matter of: Upper Unit, 266 Main Street
Londesborough ON N0M2H0

Between: Jason Dodds
Jolene Dodds

And

Mason Dale



Landlord

Tenant

Jason Dodds and Jolene Dodds (the 'Landlord') applied for an order to terminate the tenancy and evict Mason Dale and Regan Vanninhuys (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

When the capitalized word "Landlord" is used in this order, it refers to all persons or companies identified as a Landlord in this decision's title of proceedings. When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The application was scheduled to be heard by video conference on June 5, 2025. The Landlord Jason Dodds attended and was represented by Ali Bukhari. Regan Vanninhuys attended with her representative, Danielle Nettleton. The Tenant Mason Dale was also present. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Tenant Regan Vanninhuys moved out of the rental unit on December 23, 2024. She has been removed from the lease.
- b. The Landlord gave the Tenant an N8 notice of termination alleging that the Tenant is persistently late in pay the rent.
- c. The Tenant was in possession of the rental unit on the date the application was filed.
- d. This order is a non-voidable termination of this tenancy based on the parties' mutual agreement to terminate the tenancy by June 15, 2025.
- e. The lawful rent is \$2,000.00. The rent is due on the 1st day of each month.

- f. Based on the Monthly rent, the daily compensation is \$65.75. This amount is calculated as follows: \$2,000.00 x 12, divided by 365 days.
- g. The Landlord collected a rent deposit of \$2,000.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$85.35 is owing to the Tenant for the period from October 1, 2023.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit no later than June 15, 2025.
2. The Landlord owes \$2,085.35 which is the amount of the rent deposit and interest on the rent deposit, to the Tenant.
3. If the unit is not vacated on or before June 15, 2025, then starting June 16, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. The Tenant shall also pay the Landlord compensation of \$65.75 per day for the use of the unit starting June 16, 2025, until the date the Tenant moves out of the unit.
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 June 1, 2025.

June 12, 2025
Date Issued


Helen Giannini
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.