



**Dec 04, 2024**

*Adam Rogers*

Landlord and Tenant Board

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

**File Number:** LTB-L-024296-24

**In the matter of:** 49 MILSON CRESCENT  
ANGUS ON L0M1B4

**Between:** Rekshant Gulati Landlord

**And**

Jason Howard Tenant  
Melanie Gies

Rekshant Gulati (the 'Landlord') applied for an order to terminate the tenancy and evict Jason Howard and Melanie Gies (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was to be heard by videoconference on November 25, 2024. As a result of this order, the hearing has been cancelled. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of a Dispute Resolution Officer.

The Landlord, the Landlord's Representative Shezeb Akbar Awan, and the Tenant Jason Howard attended mediation. The Tenant did not utilize the services of Tenant Duty Counsel.

When the capitalized word "Landlord" is used in this Order, it refers to all persons or companies identified as a Landlord at the top of the Order. When the capitalized word "Tenant" is used in this Order, it refers to all persons identified as Tenant at the top of the Order.

**The parties agreed that:**

1. The Landlord claimed arrears in excess of the financial jurisdiction of the Board. Therefore, the parties agreed on an amount of arrears totalling \$35,000.00.
2. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.

**It is ordered on consent that:**

1. The Tenant shall pay to the Landlord \$35,186.00 for arrears of rent up November 30, 2024, and costs.
2. Lawful rent for the period beginning December 01, 2024, shall be waived.
3. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

- \$2,932.16 on or before January 15, 2025;
  - \$2,932.16 on or before February 15, 2025;
  - \$2,932.16 on or before March 15, 2025;
  - \$2,932.16 on or before April 15, 2025;
  - \$2,932.17 on or before May 15, 2025;
  - \$2,932.17 on or before June 15, 2025;
  - \$2,932.17 on or before July 15, 2025;
  - \$2,932.17 on or before August 15, 2025;
  - \$2,932.17 on or before September 15, 2025;
  - \$2,932.17 on or before October 15, 2025;
  - \$2,932.17 on or before November 15, 2025; and
  - \$2,932.17 on or before December 15, 2025.
4. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period January 01, 2025, to December 31, 2025, or until the arrears are paid in full, whichever date is earliest.
5. 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 Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2024.

**December 4, 2024**  
**Date Issued**

*Adam Rogers*

Adam Rogers  
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.