



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-034815-25

In the matter of: 3 TALEQUAH ST
ST THOMAS ON N5R4R5

Between: John Smith

And

Katherine Lumley

I hereby certify this is a
true copy of an Order dated

July 30, 2025

Landlord and Tenant Board

Landlord

Tenant

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

The application was heard by videoconference on July 16, 2025. The Landlord and the Tenant attended the hearing.

At the hearing, the parties engaged in mediation with Dispute Resolution Officer/Hearings Officer Michelle Forrester. 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.

Agreed Facts:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful monthly rent is \$1,575.00. It is due on the 1st day of each month.
5. Based on the monthly rent, the daily rent/compensation is \$51.78. This amount is calculated as follows: \$1,575.00 x 12 months, divided by 365 days.
6. The rent arrears owing to July 31, 2025 are \$3,150.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit in the amount of \$1,575.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. The rent deposit will apply for the period from August 1, 2025 to August 31, 2025.

9. Interest on the last month rent deposit, in the amount of \$58.79 is owing to the Tenant for the period from February 3, 2025 to July 31, 2025. This amount will be deducted from the amount of arrears.
10. The parties agreed upon a non-voidable order terminating the tenancy effective August 31, 2025.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on August 31, 2025. The Tenant must move out of the rental unit on or before August 31, 2025.
2. If the unit is not vacated on or before August 31, 2025, then starting September 1, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may 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 September 1, 2025.
4. The Tenant shall pay to the Landlord \$3,277.21 which represents arrears of rent for the period ending July 31, 2025 (\$3,150.00), less the interest on the rent deposit (\$58.79) plus the application filing fee (\$186.00).
5. The Landlord shall apply the last month rent deposit for the month of August 2025 (i.e., August 1, 2025, to August 31, 2025) which is the last rental period of the tenancy.
6. If the Tenant does not vacate the rental unit on or before August 31, 2025, the Tenant shall also pay the Landlord compensation of \$51.78 per day for the use of the unit starting September 1, 2025 until the date the Tenant move out of the unit.
7. The Tenant shall pay to the Landlord the amount set out in paragraph 4 above on or before August 31, 2025.
8. If the Tenant fail to make the payment in accordance with paragraphs 4 and 6 above, the full balance owing becomes due and payable immediately and the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2025 at 4.00% annually on the balance outstanding.

July 30, 2025
Date Issued

Michelle Forrester
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 March 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.