



**August 7, 2024**

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

**Citation:** Paba v McKinnon, 2024 ONLTB 56725

**Date:** 2024-08-07

**File Number:** LTB-L-027006-24

**In the matter of:** 5 KENNEDY AVE  
KITCHENER ON N2G2Z9

**Between:** Luis Fernando Paba (a.k.a. Luis Fernando Paba Lerma) Landlord

**And**

Tylor McKinnon  
Ashley Graham Tenants

Luis Fernando Paba a.k.a. Luis Fernando Paba Lerma (the 'Landlord') applied for an order to terminate the tenancy and evict Tylor McKinnon and Ashley Graham (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

The application was heard by videoconference on July 24, 2024. The Landlord and the Tenants attended the hearing. The Tenants met with Duty Counsel prior to the hearing.

At the hearing, the parties engaged in mediation. 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 Tenants with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants 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 Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,450.00. It is due on the 1<sup>st</sup> day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$80.55. This amount is calculated as follows: \$2,450.00 x 12 months, divided by 365 days.
5. The rent arrears owing to July 31, 2024 are \$13,050.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$2,450.00 from the Tenants 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.
8. There is no interest to be paid on the rent deposit.

**On consent it is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated on August 31, 2024. The Tenants must move out of the rental unit on or before August 31, 2024.
2. The Landlord shall apply the last month rent deposit to the month of August 2024 (i.e. for the period August 1, 2024 to August 31, 2024), which is the last rental period of the tenancy.
3. If the unit is not vacated on or before August 31, 2024, then starting September 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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, 2024.
5. The Tenants shall pay to the Landlord \$80.55 per day for compensation for the use of the unit starting September 1, 2024 to the date the Tenant moves out of the unit.
6. On or before August 31, 2024 the Tenants shall pay to the Landlord \$13,236.00, which represents the amount of rent owing (\$13,050.00) plus the application filing fee (\$186.00).
7. If the Tenants do not pay the Landlord the full amount owing on or before August 31, 2024, the Tenants will start to owe interest. This will be simple interest calculated from September 1, 2024 at 7.00% annually on the balance outstanding.

**August 7, 2024**  
**Date Issued**

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Floredana Ungureanu  
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, 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.