



**Amended Order under Section 69
Residential Tenancies Act, 2006 and
Section 21.1 Statutory Powers Procedures Act**

File Number: LTB-L-071912-25-AM

In the matter of: 1909, 100 FOREST AVE
HAMILTON ON L8N3X2

Between: Drake Property Management

Landlord

And

Jessica West
Kendon West

Tenants

Drake Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica West and Kendon West (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on November 12, 2025.

The Landlord and the Tenant attended the hearing.

The parties before the Board consented to the following order. I was satisfied the Tenants understood the consequence of agreeing to terminate the tenancy. As the parties agreed to terminate the tenancy pursuant to s.37 (3) of this Act, this order endorses that agreement. As such, there is no opportunity for the tenant to void the termination agreed to by paying the outstanding arrears.

This order is clerically amended pursuant to a request by the Landlord on made on May 1, 2026. The original order inadvertently omitted an enforcement clause. After listening to the hearing recording, the parties did not specify a date on which the arrears would be paid or on which interest would accrue, therefore interest is not awarded.

Agreed Upon Facts:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$2,033.60. It is due on the 1st day of each month.
3. Based on the Monthly rent, the daily rent/compensation is \$66.86. This amount is calculated as follows: \$2,033.60 x 12, divided by 365 days.
4. The rent arrears owing to November 30, 2025 are \$26,659.80.
5. The Landlord incurred costs of \$186.00 for filing the application and is entitled to

reimbursement of those costs.

6. The Landlord collected a rent deposit of \$1,899.00 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.
7. Interest on the rent deposit, in the amount of \$56.97 is owing to the Tenant for the period from September 1, 2024 to November 12, 2025.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated on November 30, 2025.
2. If the unit is not vacated on or before November 30, 2025, then starting December 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 December 1, 2025.
4. **The Tenant shall pay the Landlord the amount owing as a result of this order. See Schedule 1 for calculations. The Landlord may enforce the payment portion of this order at any time after the termination of the tenancy.**

November 24, 2025
Date Issued

May 6, 2026
Date Amended

Dawn Carr
Member, 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 June 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To November 30, 2025	\$26,659.80
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,899.00
Less the amount of the interest on the last month's rent deposit	- \$56.97
Total amount owing to the Landlord	\$24,889.83
Plus daily compensation owing for each day of occupation starting December 1, 2025	\$66.86 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	