



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-029061-26

In the matter of: Unit 4, 643 BANNISTER DR
SAUBLE BEACH ON N0H2G0

Between: Brian Heathers Landlord

And

Terri Veen Tenants
William Bradley Grewar

Brian Heathers (the 'Landlord') applied for an order to terminate the tenancy and evict Terri Veen and William Bradley Grewar (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- the Tenants have been persistently late in paying the Tenants' rent; (L2 Application).

The application was scheduled to be heard by video conference on June 16, 2026. Before the start of the hearing, the Landlord's Representative, Taff Butters and the Tenant, Terri Veen on behalf of the Tenants, advised that the parties had reached an agreement. The Tenant met with Tenant Duty Counsel prior to the hearing.

The parties requested that Dispute Resolution Officer (DRO) Sarah Visnovec issue an order on consent to resolve all matters raised in the application.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed facts:

- a) The lawful rent is \$2,500.00. It is due on the 1st day of each month.
- b) Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.
- c) The Tenants have paid \$7,949.00 to the Landlord since the application was filed.
- d) The rent arrears owing to June 30, 2026 are \$2,001.00.

- e) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- f) The Landlord collected a rent deposit of \$2,500.00 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.
- g) Interest on the rent deposit, in the amount of \$91.55 is owing to the Tenants for the period from November 27, 2024 to June 16, 2026.

On consent, it is ordered that:

L1 Application – Non-Payment of Rent

- 1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
- 2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$2,187.00 if the payment is made on or before June 27, 2026. See Schedule 1 for the calculation of the amount owing.
- 3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after June 27, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
- 4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before June 27, 2026.**
- 5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,589.51. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenants \$82.19 per day for compensation for the use of the unit starting June 17, 2026 until the date the Tenants move out of the unit.
- 6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
- 7. If the unit is not vacated on or before June 27, 2026, then starting June 28, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 8. 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 28, 2026.

L2 Application – Persistent Late Payment of Rent

9. If the Tenants void the L1 portion of the order in accordance with paragraph two above, the tenancy shall continue on the following terms.
10. The Tenants shall pay the Landlord the monthly rent due on or before the first day of the month for the period July 2026 to December 2027.
11. If the Tenants fail to make any of the payments in paragraph 10 above, the Landlord may apply under section 78 of the Act, within 30 days of the breach and without notice to the Tenants, for an order terminating the tenancy and evicting the Tenants.

June 22, 2026
Date Issued

Sarah Visnovec
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 of the Tenants expires on December 28, 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 Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before June 27, 2026

Rent Owing To June 30, 2026	\$9,950.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,949.00
Total the Tenants must pay to continue the tenancy	\$2,187.00

B. Amount the Tenants must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$8,765.04
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$7,949.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$91.55
Total amount owing to the Landlord	\$(1,589.51)
Plus daily compensation owing for each day of occupation starting June 17, 2026	\$82.19 (per day)