



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

File Number: LTB-L-079437-25

In the matter of: Coach House, 111 EWART AVE
YORK ON M6M1N1

Between: Sandro Salituro Landlords
Maria Salituro

And

Melissa Luscombe-Colosimo Tenant

Sandro Salituro and Maria Salituro (the 'Landlords') applied to the Landlord and Tenant Board (LTB) for an order to terminate the tenancy and evict Melissa Luscombe-Colosimo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard on December 10, 2025, by video conference, at which time the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Dillanique Knight.

The Landlords' Representative, Kelly Draycott, the Landlord Sandra Salituro, the Landlord Support Grace Pasceri and the Tenant Melissa Luscombe-Colosimo were present.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed Facts:

1. The Landlords 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 rent is \$1,300.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$42.74. This amount is calculated as follows: \$1,300.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to December 31, 2025, are \$6,500.00.
7. The Landlords incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.

It is ordered on consent that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant shall vacate the unit on or before January 15, 2026.
2. The Tenant owes the Landlords \$6,686.00 for arrears of rent to December 31, 2025, and the cost of filing the application.
3. The Landlords shall waive all outstanding arrears to December 31, 2025, as outlined in paragraph 2.
4. The Landlords shall also waive rent for January 2026.
5. The Tenant shall pay the Landlords compensation of \$42.73 per day for the use of the unit starting January 16, 2026, until the date the Tenant moves out of the unit.
6. If the unit is not vacated on or before January 15, 2026, then starting January 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
7. 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 January 16, 2026.

January 8, 2026
Date Issued

Dillanique Knight
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 July 16, 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.