



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-087646-25

In the matter of: 3, 330 KERR ST
OAKVILLE ON L6K3B5

Between: KERR PLAZA CORP. Landlord

And

RAY NOLASCO Tenant

KERR PLAZA CORP. (the 'Landlord') applied for an order to terminate the tenancy and evict RAY NOLASCO (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

KERR PLAZA CORP. (the 'Landlord') applied for an order requiring RAY NOLASCO (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

Mediation was held on December 8, 2025. The following parties participated in the mediation: The Landlord's agent, Sandra Katz and the Tenant, Ray Nolasco.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

The parties agreed that:

1. This order is a final, non-voidable termination of this tenancy based on the parties agreement to terminate the tenancy as of December 31, 2025.
2. The Tenant has paid \$621.05 which includes compensation for damages they or their guest or occupant caused and the filing fee.
3. The monthly rent by is \$ 1242.35. It is due on the 1st day of each month.

4. Based on the monthly rent, the daily rent/compensation is \$40.84. This amount is calculated as follows: $\$1242.35 \times 12 \text{ months}$, divided by 365 days.
5. The Landlord collected a rent deposit of \$1242.35 from the Tenant and this deposit is still being held by the Landlord.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the rental unit on or before December 31, 2025.
2. The last month rent deposit shall be applied to the last month of the tenancy.
3. If the unit has not vacated the rental unit on or before December 31, 2025, then the Tenant shall pay the Landlord compensation of \$40.84 per day for the use of the unit starting January 1, 2026, until the date the Tenant moves out of the unit.
4. If the unit is not vacated on or before December 31, 2025, then starting January 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 1, 2026.

January 7, 2026
Date Issued

Rolland Roopchand
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 Residential Tenancies Act, 2006, (the 'Act'), the part of this order relating to the eviction expires on July 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.