



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

File Number: LTB-L-089226-25

In the matter of: Basement, 145 LUXURY AVE
BRADFORD ON L3Z1T5

Between: David Nardelli Landlord

And

Robert Moffat Tenant

David Nardelli (the 'Landlord') applied for an order to terminate the tenancy and evict Robert Moffat (the 'Tenant') because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

This application was scheduled to be heard by videoconference on December 10, 2025. The Landlord, the Landlord's agent, Julie Colicchio and the Tenant attended the hearing and participated in mediation.

The parties reached an agreement after voluntarily participating in mediation and requested an Order on Consent in full and final settlement of the application. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. The tenancy between the Landlord and the Tenant shall terminate on March 31, 2026.
2. The lawful monthly rent is \$1,373.00 and it is due on the 1st day of each month.
3. Based on the monthly rent, the daily rent/compensation is \$41.14. This amount is calculated as follows: \$1,373.00 x 12 months, divided by 365 days.
4. The Landlord is holding a last month's rent deposit of \$1,340.00 collected from the Tenant on February 1, 2022. This will be applied to the last month of the tenancy, in full and final satisfaction of that month's rent.
5. Interest has not been paid on the last month's rent deposit. The amount of \$115.32 is owing to the Tenant for the period from February 1, 2022 to the date of the hearing. The Landlord shall calculate any additional interest owing between December 11, 2025 and the last day

before the last month's rent deposit is applied. The Landlord shall pay all the interest owed to the Tenant prior to the date the Tenant vacates the unit.

6. The Landlord agrees to pay to the Tenant the sum of \$1,373.00 which represents the one month's compensation.

On consent of the parties, it is ordered that:

1. The Landlord shall compensate the Tenant the sum of \$1,373.00 which is an amount equal to one month's rent on or before March 1, 2026.
2. If the Landlord complies with paragraph 1 of this order, the tenancy between the Landlord and the Tenant is terminated on March 31, 2026. The Tenant must move out of the rental unit on or before March 31, 2026.
3. If the Landlord does not pay to the Tenant the full amount owing on or before March 1, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 2, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant reserves the right to terminate the tenancy sooner than March 31, 2026, with 10 days written notice to the Landlord.
5. Where the Tenant ends the tenancy sooner than March 31, 2026, by way of written notice, the Landlord shall pro-rate the rent and interest owed on the last month's rent deposit accordingly.
6. If the unit is not vacated on or before March 31, 2026, then the Tenant shall pay the Landlord compensation of \$41.14 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
7. If the unit is not vacated on or before March 31, 2026, then starting April 1, 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 April 1, 2026.
9. The Landlord collected a rent deposit of \$1,340.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit shall be applied to the last rental period of the tenancy.
7. The Landlord owes the Tenant the sum of \$115.32 which represents the interest on the last month's rent deposit for the period from February 1, 2022 to December 31, 2025.
8. If the Tenant vacates the rental unit on March 31, 2026, the Landlord shall pay to the Tenant interest owing on the last month's rent deposit to the day before the last month's rent deposit is applied.

9. On or before the date the Tenant vacates, the Landlord shall pay to the Tenant the amount of \$115.32 for interest owed on the last month's rent deposit to December 10, 2025 plus any additional interest accrued.
10. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

January 7, 2026
Date Issued

Britney Sooknanan
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.