



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-094323-25

In the matter of: UNIT 3-MERLOT ROOM, 44/46 QUEEN ST.
NIAGARA ON THE LAKE ON L0S1J0

Between: Vintage Properties Limited Landlord

And

Antony DeGiorgio Tenant

Vintage Properties Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Antony DeGiorgio (the 'Tenant') because:

- the Landlord requires possession of the rental unit to convert the unit to a non-residential use.

The parties reached a proposed resolution agreement, and/or requested mediation, and informed the Board through the Online Dispute Resolution (ODR) Portal.

This application was mediated by videoconference on December 17, 2025, by a Dispute Resolution Officer with the Landlord and Tenant Board.

The Landlord's Legal Representative Judith Callender, The Tenant's Legal Representative, Sidney Sheridan and the Tenant participated in mediation.

The parties agreed to an order on consent in full and final satisfaction of the application, and in so doing, understand their legal rights to a hearing on the merits of the matter have been waived.

I was satisfied that the terms of the agreement are consistent with the Residential Tenancies Act, 2006. I was satisfied that the parties have provided their informed, independent, and voluntary consent.

The parties agreed that:

1. The Tenant was in possession of the rental unit on the date the application was filed.
2. On October 31, 2025, the Landlord gave the Tenant an N13 notice of termination with the termination date of February 28, 2026. The Landlord claims vacant possession of the rental unit is required to convert to non-residential use.

3. The residential complex contains at least five residential units. Therefore, the Landlord is required to compensate the Tenant in an amount equal to three months' rent by the termination date.
4. Based on the monthly rent, the daily compensation is \$53.92. This amount is calculated as follows: \$1,640.00 x 12, divided by 365 days.
5. The Landlord collected a rent deposit of \$1,600.00 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$65.87 is owing to the Tenant for the period from May 1, 2024, to February 5, 2026.
6. The Landlord waives the monthly rent for December 2025 and January 2026.
7. The rent deposit will be applied to the rental period ending February 28, 2026.
8. Upon return of the rental unit keys, the Landlord will pay to the Tenant \$5,120.00. This amount represents \$200.00 key deposit plus \$4,920.00 (\$1,640.00 x 3 months of rent).
9. This order resolves all issues with respect to the tenancy to December 17, 2025.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 28, 2026.
2. If the unit is not vacated on or before February 28, 2026, then starting March 1, 2026, 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 March 1, 2026.
4. If the unit is not vacated by February 28, 2026, the Tenant shall pay the Landlord compensation of \$53.92 per day for the use of the unit starting March 1, 2026, until the date the Tenant moves out of the unit.
5. The Landlord shall pay to the Tenant \$5,120.00.
6. If the Landlord does not pay the Tenant the full amount owing on or before February 28, 2026, the Landlord will start to owe interest. This will be simple interest calculated from March 1, 2026, at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Roxanne Theriault
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 Tenant expires on September 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.