



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

File Number: LTB-L-104913-25

In the matter of: Main Floor, 126 TIMES RD
YORK ON M6B3M2

Between: Margarita Molina Landlords
Nestor Carreno

And

Johanna Catherine Moron S Tenants
Ivan Dario Ayala S

Margarita Molina and Nestor Carreno (the 'Landlords') applied for an order to terminate the tenancy and evict Ivan Dario Ayala S and Johanna Catherine Moron S (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants 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 Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

The application was heard by videoconference on February 5, 2026. The Landlord, Margarita Molina, the Landlords' legal representative, Brenda Rizzo, the Tenant, Ivan Dario Ayala S. and the Tenants' representative/translator, Augusto Rios attended the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$2,099.00. It is due on the 1st day of each month.
3. Based on the monthly rent, the daily rent/compensation is \$69.00. This amount is calculated as follows: \$2,099.00 x 12 months, divided by 365 days.

4. The Landlords collected a rent deposit in the amount of \$1,850.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated. This deposit will be returned to the Tenants if they vacate the rental unit on or before April 30, 2026.
5. Interest on the rent deposit in the amount of \$253.10 will be owing to the Tenants for the period from September 5, 2018 to March 31, 2026. The amount of \$249.00 has been used to increase the amount of the rent deposit held by the Landlords so that is equal to the current lawful rent. The Tenants waive the remaining balance of \$4.10.
6. The tenancy may terminate earlier than April 30, 2026, provided the Tenants give the Landlords at least seven (7) days' notice.
7. The Tenants paid the lawful monthly rent for January 2026.

On consent it is ordered that:

1. The tenancy between the Landlords and the Tenants is terminated effective April 30, 2026. The Tenants must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlords 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 Landlords, on or after May 1, 2026.
4. If the Tenants do not vacate the rental unit on or before April 30, 2026, the Tenants shall pay to the Landlords \$69.00 per day as compensation for the use of the unit starting May 1, 2026 to the date the Tenants move out of the unit.

If the Tenants vacate the rental unit on or before April 30, 2026

5. The Landlords waive the daily compensation for the period February 1, 2026 to April 30, 2026.
6. The Landlords shall return the last month's rent deposit in the amount of \$2,099.00 to the Tenants on April 30, 2026.

If the Tenants vacate the rental unit after April 30, 2026

7. The Tenants shall pay to the Landlords daily compensation in the amount of \$69.00 per day for the use of the unit starting from February 1, 2026 to the date the Tenants vacate the rental unit.
8. The Landlords shall deduct the last month's rent deposit (\$2,099.00) from the amount of daily compensation owing to the Landlords at the time the Tenants vacate the rental unit.

If the tenancy terminates earlier than April 30, 2026

9. The tenancy may terminate earlier than April 30, 2026, provided the Tenants give the Landlords at least seven (7) days' notice.
10. If the tenancy terminates earlier than April 30, 2026 the last month's rent deposit shall be returned to the Tenants on the last day of the tenancy and the Landlords or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

Additional conditions

11. For the period from February 5, 2026 to April 30, 2026, the Tenants shall refrain from conducting any commercial cooking operation in the rental unit and advertising such a business on social media such as Facebook, Facebook Groups, Instagram, TikTok, What's App, Snapchat or any other social media accounts.
12. If the Landlords locate any advertisement referencing commercial cooking published prior to February 5, 2026, they shall notify the Tenants to delete or remove such advertisement. The Tenants shall delete or remove the advertisement within twenty-four (24) business hours from the time the Landlords provide such notice.
13. If the Tenants fail to meet the conditions set out in paragraphs 11 and 12, the Landlords may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlords must make the application within 30 days of a breach of a condition set out in paragraph 11 and 12 of this order. This may result in the Board issuing an order that terminates the tenancy before April 30, 2026.

February 10, 2026
Date Issued

Floredana Ungureanu
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 November 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.