



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

File Numbers: LTB-L-086260-25
LTB-L-089718-25

In the matter of: 486 MAIN ST N
BRAMPTON ON L6V1P8

Between: 1001117058 Ontario Inc. Landlord

And

Wolfgang loeffler Tenant

1001117058 Ontario Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Wolfgang loeffler (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 willfully caused undue damage to the premises.
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

This application was scheduled to be heard by videoconference on February 3, 2026.

The Landlord, Ektej Gahunia, and the Tenant attended.

The parties voluntarily participated in a Board-facilitated mediation and mutually agreed to resolve all the issues in the applications LTB-L-086260-25. The Landlord sought to withdraw LTB-L-089718-25. The parties requested an order on consent confirming their agreement. I am satisfied that the parties understood the terms and consequences of their consent as set out in the order below.

The Parties agree that:

1. Based on the monthly rent, the daily compensation is \$41.62. This amount is calculated as follows: \$1,266.00 x 12, divided by 365 days.
2. The Landlord collected a rent deposit of \$1,266.00 from the Tenant, and this deposit is still being held by the Landlord. Interest on the rent deposit has been paid up to the date of the hearing.
3. The rent deposit is applied to the last rental period of the tenancy, July 2026.
4. The Landlord waives the rent payable for the period beginning March 1, 2026, to June 1, 2026, and will pay the Tenant \$10, 000.00 by June 1, 2026.

It is ordered on consent that:

L2 Application– Wilful Damage and Inconsistent Use

1. The application is withdrawn, and the LTB's file is closed.

L2 Application- Substantial Interference

2. The Landlord shall pay the Tenant \$10,000.00 on or before June 1, 2026.
3. If the Landlord pays the Tenant in accordance with paragraph 2 of this order, the tenancy between the Landlord and the Tenant terminates, and the Tenant must move out of the rental unit on or before July 31, 2026.
4. If the unit is not vacated on or before July 31, 2026, provided the Landlord pays the Tenant the amount in paragraph 2, then starting August 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 August 1, 2026.
6. The order resolves all issues between the parties arising from the tenancy up to February 3, 2026.

February 13, 2026
Date Issued

Eno Ubia
Hearing 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 August 25, 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.