



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-087846-25

In the matter of: BASEMENT UNIT, 6193 30 SIDEROAD
UTOPIA ON L0M1T0

Between: RAFFAELE DALONZO Landlord

And

WILLIAM MACDONALD Tenants
MERVYN MACDONALD

RAFFAELE DALONZO (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict WILLIAM MACDONALD and MERVYN MACDONALD (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises; and
- the Landlord requires possession of the rental unit in order to demolish the unit.

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

RAFFAELE DALONZO (the 'Landlord') also applied for an order requiring WILLIAM MACDONALD and MERVYN MACDONALD (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was scheduled to be heard by videoconference on February 12, 2026. The Landlord was present with their legal representative, Erli Bregu, licenced paralegal. William MacDonald attended on behalf of the Tenants.

The parties resolved the issues in the application and requested the LTB issue an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

- a. The current lawful monthly rent is \$1,650.00. It is due on the 1st of each month.
- b. Based on the monthly rent, the daily compensation is \$54.25. This amount is calculated as follows: \$1,650.00 x 12 months, divided by 365 days.
- c. The Landlord collected a rent deposit of \$1,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be used for the last month of the tenancy.
- d. Interest on the rent deposit, in the amount of \$151.47 is owing to the Tenants for the period from June 15, 2020 to February 12, 2026. The Landlord will retain the interest owing on the deposit up to July 1, 2026.
- e. The Landlord claims he has incurred or will incur reasonable costs of \$3,770.71 to repair the damages claimed.
- f. The Landlord has incurred costs of \$186.00 to file the application.
- g. The Landlord will carry out snow removal on the property.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before July 1, 2026.
2. The last month rent deposit will be used to cover the rent for the last month of the tenancy.
3. If the unit is not vacated on or before July 1, 2026, then starting July 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 July 2, 2026.
5. If the unit is not vacated on or before July 1, 2026, then the Tenants shall pay the Landlord compensation of \$54.25 per day for the use of the unit starting July 2, 2026, until the date the Tenants move out of the unit.
6. Provided the Tenants vacate the unit on or before July 1, 2026, the Landlord will not pursue or require the Tenants to pay the damage claim on this application of \$3,770.71 or the \$186.00 application filing fee.
7. If the Tenants do not vacate the unit on or before July 1, 2026, then the Tenants shall pay the Landlord the damages claimed in this application of \$3,770.71 plus the \$186.00 application filing fee on or before July 2, 2026.

8. If the Tenants do not pay the Landlord the full amount owing on or before July 2, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 3, 2026 at 4.00% annually on the balance outstanding.
9. This order resolves all issues between the parties arising from the tenancy up to February 12, 2026.

February 25, 2026

Date Issued

Joanne Lolato

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 Tenants expires on January 2, 2027 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.