



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

File Number: LTB-L-103388-25

In the matter of: 40 LIBERTY ST
HAMILTON ON L8N2N6

Between: Gerald Moore Landlord

And

Don Vanderwal Tenant
Rachelle Snowdon

Gerald Moore (the 'Landlord') applied for an order to terminate the tenancy and evict Don Vanderwal and Rachelle Snowdon (the 'Tenants') because the Tenants did not pay the rent that the Tenant owes (L1 Application); and

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

This application was to be heard by videoconference on February 18, 2026. The Landlord's representative, Vijay Shah, the Landlord, Gerald Moore, and the Tenant, Don Vanderwal, representing, Rachelle Snowdon, attended the hearing. The Tenant did not speak with Tenant Duty Counsel before the start of mediation.

The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

The parties agree that:

1. As of the hearing date, the Tenants were still in possession of the rental unit.
2. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
3. The parties agreed to a non-voidable eviction order with a termination date of March 31, 2026.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12, divided by 365 days.

5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026 are \$10,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. If the Tenants vacate on or before March 31, 2026 the Landlord will waive the arrears in paragraph 6 above and the application fee in paragraph 7 above. The waiver does not take effect until vacant is given or before March 31, 2026
9. The Landlord collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
10. Interest on the rent deposit, in the amount of \$32.65 is owing to the Tenants for the period from July 7, 2025 to February 18, 2026.
11. The Tenants will leave the rental unit in a state of broom swept cleaned ordinary cleanliness, free of all debris and in normal wear and tear condition.
12. The Tenants will leave the Landlord's dining table, 6 chairs, armoire and two sofas.

It is ordered on consent that:

1. Pursuant to the Application, the tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before March 31, 2026.
2. The Tenants shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants.
3. As of the date of the hearing, the Tenants owe the Landlord \$6,632.77. See Schedule 1 for the calculation of the amount owing.
4. The Tenants shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting February 19, 2026 to the date the Tenant moves out of the unit.
5. The last month rent shall be applied to the last month of the tenancy March 1-31, 2026.
6. If the Tenants voluntarily vacate the rental unit on or before March 31, 2026 as per paragraph 1 of this order. The Landlord shall waive the amount owing in paragraphs 3 and 4 of this order.
7. If the Tenants fails to voluntarily vacate the rental unit on or before March 31, 2026 as per paragraph 1 of this order. The balance outstanding in paragraphs 3 and 4 of this order shall become immediately due and payable to the Landlord, together with simple interest, calculated from the day after default. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.

8. 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.
9. 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.
10. This is in full and final settlement of all matters pertaining to the tenancy as of the February 18, 2026, hearing date.

February 26, 2026

Date Issued

John Russett

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 October 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To February 18, 2026	\$8,979.42
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$2,500.00
Less the amount of the interest on the last month's rent deposit	-\$32.65
Total amount owing to the Landlord	\$6,632.77
Plus daily compensation owing for each day of occupation starting February 19, 2026	\$82.19 (per day)