



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-009009-26

In the matter of: 416 MEADOWHAWK CRES
NEPEAN ON K2J5W7

Between: Russel Crawford Landlord

And

Diego Machado Castelo Branco Tenants
Flavia Pissoto Moreira

Russel Crawford (the 'Landlord') applied for an order to terminate the tenancy and evict Diego Machado Castelo Branco Flavia Pissoto Moreira and Flavia Pissoto Moreira (the 'Tenant') because:

- the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year.

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

The parties attended Mediation on March 4, 2026, by video conference where the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Maryam Cooper.

The Landlords' legal representative, Grace George, the Landlord and the Tenants were present.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

It is agreed that:

- The parties reached consent on non-voidable order with termination date of April 30, 2026.
- The Landlord agreed that the Tenants may serve the Landlord with 10 days notice in writing to terminate the Tenancy earlier than April 30, 2026.
- The parties agreed that email is an acceptable method of serving notices and documents.
- The lawful monthly rent is \$2,045.79.
- The Landlord agreed to pay the Tenants one month compensation for Notice N12 prior to the termination date of Notice 12, on or before March 31, 2026, by e-transfer.
- The last month's rent deposit will be applied to the last month of Tenancy in April 2026.
- The Tenants agreed to continue paying for the utilities. The Landlord understood this is not a L2/N5 application.

- The Tenants agreed to return 2 Front doors keys, 1 mailbox key and 1 garage door opener to the Landlord.
- The Tenants agreed to return the rental unit in clean and swept condition and remove all personal belongings including garbage and debris. The Landlord also understood that he may file L10 application if appropriate as this order will not be addressing other issues.
- The parties signed Notice N11 prior to the mediation and they have amended some of those terms on consent during mediation.
- No interest is owed on the last month's rent deposit.
- The parties understood that the daily rent is \$67.26. The Tenants will also pay the Landlord compensation of \$67.26 per day for the use of the unit starting May 1, 2026, until the date the Tenants move out of the unit.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$67.26 per day for the use of the unit starting May 1, 2026, until the date the Tenants move out of the unit.
5. The Landlord shall pay to the Tenants \$2,045.79 compensation equal to one month rent on or before March 31, 2026 via E-transfer.
6. The last month's rent shall be applied to the last month of tenancy in April 2026.

March 13, 2026
Date Issued

Maryam Cooper
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.

