



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

File Number: LTB-L-008965-26

In the matter of: 4, 58 Queen Street West
Elmvale ON L0L1P0

Between: Elmdale Group Ltd Landlords
Sam Gucciardi

And

Alexandra Herron Tenant

Elmdale Group Ltd and Sam Gucciardi (the 'Landlords') applied for an order to terminate the tenancy and evict Alexandra Herron (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was heard by videoconference on February 26, 2026. The Landlord Sam Gucciardi and the Tenant 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, and specifically that the tenancy would terminate.

Agreed Facts:

1. The Landlords agree to waive rent arrears and the cost of filing the application in exchange for the Tenant delivering vacant possession of the rental unit on or before the May 31, 2026.
2. The parties agreed to terminate the tenancy on May 31, 2026.
3. The lawful rent is \$1,071.00. It is due on the 1st day of each month.
4. The Landlords agrees to maintain the rent at \$1,071.00 for the duration of the tenancy.
5. Based on the Monthly rent, the daily rent/compensation is \$35.21. This amount is calculated as follows: \$1,071.00 x 12, divided by 365 days.
6. The Tenant has not made any payments since the application was filed.
7. The rent arrears owing to February 28, 2026 are \$2,142.00.

8. The Landlords incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
9. The Landlords collected a rent deposit of \$995.00 from the Tenant and this deposit is still being held by the Landlords. The parties agree that the last month's rent deposit will be applied to the rent payment for the last month of the tenancy (May 2026).
10. Interest on the rent deposit, in the amount of \$96.01 is owing to the Tenant for the period from September 15, 2020 to February 26, 2026.
11. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 31, 2026.
2. The Tenant shall pay to the Landlord new rent on time and in full as it comes due and owing for the period from March 1, 2026 up to and including April 1, 2026.
3. If the Tenant fails to make any one of the payments in accordance with paragraph 2 of this order, the Landlords may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant earlier than May 31, 2026 and requiring that the Tenant pay any new arrears, NSF fees and related charges that became due and owing after February 28, 2026.
4. As of the date of the hearing, the amount of the rent deposit and interest the Landlords owe on the rent deposit is \$1,091.01. However, the Landlords are authorized to deduct from the amount owing to the Tenant \$35.21 per day for compensation for the use of the unit starting May 1, 2026 until the date the Tenant moves out of the unit.
5. On the condition that the Tenant delivers vacant possession of the rental unit to the Landlord on or before May 31, 2026, then the Landlords shall waive the rent arrears and costs owing to February 28, 2026.
6. If the Tenant does not vacate the rental unit on or before May 31, 2026, then on or before May 31, 2026, the Tenant shall pay to the Landlords \$2,343.00 which represents arrears of rent (\$2,142.00) plus the application filing fee (\$201.00) for the period ending February 28, 2026. The Tenant will also start to owe interest. This will be simple interest calculated from June 1, 2026 at 4.00% annually on the balance outstanding.
7. The Landlords or the Tenants shall pay to the other any sum of money that is owed as a result of this order.
8. If the unit is not vacated on or before May 31, 2026, then starting June 1, 2026, the Landlords 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 June 1, 2026.

March 18, 2026

Date Issued

Sandra Sabourin

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 expires on December 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.