



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

File Number: LTB-L-087015-25

In the matter of: 151 BROADWAY STREET
WELLAND ON L3C 5L6

Between: Daniel Covello Landlord
Antonio Mancini

And

Robbie Godfrey Tenants
Kyla Macklem
Don Martin
Nick Goodman

Daniel Covello and Antonio Mancini (the 'Landlord') applied for an order to terminate the tenancy and evict Robbie Godfrey, Kyla Macklem, Don Martin and Nick Goodman (the 'Tenants') because the Tenant did not pay the rent that the Tenants' owe.

This application was heard by teleconference on March 13, 2026. The parties requested mediation with the assistance of a Dispute Resolution Officer through the Landlord and Tenant Board's online portal. The Landlord, Daniel Covello, participated in the meetings and confirmed consent on behalf of the Landlord, Antonio Mancini.

Due to the parties' availability, the mediation proceeded in two parts by telephone: the first with the Landlord, Daniel Covello, and the Tenant, Don Martin; and the second with the Landlord, Daniel Covello, and the Tenants, Robbie Godfrey and Kyla Macklem, who provided consent on behalf of Nick Goodman.

As a result of the resolution discussions, the parties mutually agreed to resolve all matters in issue in the application and requested that an order be issued on consent. All Tenants present acknowledged understanding of the details of both mediations resulting in the global resolution.

I am satisfied that the parties understood the terms of the agreement and the consequences of providing their consent.

Agreed Facts:

1. The correct spelling of Tenant #2 on the application is Kyla Macklem

2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The parties agreed the lawful rent is \$2,500.00 for Tenants, Robbie Godfrey, Kyla Macklem and Nick Goodman. It is due on the 1st day of each month.
4. The parties agreed the lawful rent is \$625.00 for the Tenant, Don Martin. It is due on the 1st day of the month.
5. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days for Tenants, Robbie Godfrey, Kyla Macklem and Nick Goodman.
6. Based on the Monthly rent, the daily rent/compensation is \$20.55. This amount is calculated as follows: $\$625.00 \times 12$, divided by 365 days for Tenant Don Martin.
7. The rent arrears owing to March 31, 2026, are at a zero balance for all Tenants.
8. The Landlord collected a rent deposit of \$2,500.00 from the Tenants, Robbie Godfrey, Kyla Macklem and Nick Goodman and half of this deposit is still being held by the Landlord. The parties agreed these Tenants received half of the deposit, \$1,250.00 on February 20, 2026, with the payment being provided to Robbie Godfrey. The remaining half of the deposit \$1,250.00 will be paid to these Tenants upon vacant possession of the unit on March 31, 2026.
9. The parties agreed, Robbie Godfrey, Kyla Macklem and Nick Goodman will clean up the rental unit and outside the rental property on or before March 31, 2026.
10. Interest on the rent deposit of \$2,500.00, in the amount of \$74.58 is owing to the Tenants Robbie Godfrey, Kyla Macklem and Nick Goodman for the period from December 20, 2024 to March 13, 2026, to be paid to these Tenants on March 31, 2026, upon vacant possession of the rental unit.
11. The Landlord collected a rent deposit of \$625.00 from the Tenant, Don Martin and this deposit is still being held by the Landlord. \$625.00 will be paid to this Tenant upon vacant possession of the unit on March 31, 2026.
12. Interest on the rent deposit of \$625.00, in the amount of \$18.21 is owing to the Tenant. Don Martin, to be paid to this Tenant on March 31, 2026, upon vacant possession of the rental unit.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on March 31, 2026.
2. 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.
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 April 1, 2026.

4. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Tenants, Robbie Godfrey, Kyla Macklem and Nick Goodman shall pay the Landlord compensation of \$82.19 per day for the use of the unit starting April 1, 2026, until the date the Tenants move out of the unit.
5. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Tenant, Don Martin shall pay the Landlord compensation of \$20.55 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
6. The Landlord shall pay the Tenants, Robbie Godfrey, Kyla Macklem and Nick Goodman, \$1,324.58, for the remaining half of their last month's rent deposit and interest on the deposit on March 31, 2026, upon vacant possession of the rental unit.
7. The Landlord shall pay the Tenant Don Martin, \$643.21 for the deposit and interest on the deposit, on March 31, 2026, upon vacant possession of the rental unit.
8. The application is amended, and the correct spelling of Tenant #2 is Kyla Macklem.

March 18, 2026

Date Issued

Tanya Speedie

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 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.