



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-005172-26

In the matter of: 43, 88 TUNBRIDGE CRES
HAMILTON ON L8W1L3

Between: DiCenzo Management Inc. Landlord

And

Edith LeBlanc (a.k.a. Edith Le Blanc) Tenants
Michelle LeBlanc (a.k.a. Michelle Le Blanc)

DiCenzo Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Edith LeBlanc and Michelle LeBlanc (the 'Tenants') because the Landlord has entered into an agreement of purchase and sale of the rental unit and the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation.

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

The application was heard by videoconference on March 26, 2026. The Landlord's legal representatives, Petar Guzina, the Landlord's agents, Allan Buist and Dennis Mercer and the Tenants attended the hearing. The Tenant did not meet with Duty Counsel prior to the hearing.

Before the start of the hearing the parties advised that they had reached an agreement. 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.

Agreed Facts:

1. As of the hearing date, the Tenants are still in possession of the rental unit.
2. The lawful monthly rent is \$1,123.05. It is due on the 1st day of each month.
3. Based on the lawful monthly rent, the daily rent/compensation is \$36.92. This amount is calculated as follows: \$1,123.05 x 12 months, divided by 365 days.
4. The Landlord paid the Tenants one month's compensation as required by Section 48.1 of the *Residential Tenancies Act, 2006* on January 28, 2026.

5. The Landlord collected a rent deposit in the amount of \$486.18 from the Tenants and this deposit is still being held by the Landlord. The rent deposit will be deducted from the amount the Tenants owe to the Landlord as daily compensation.
6. Interest on the rent deposit has been paid to the Tenants for the period from August 21, 2014 to May 31, 2025.

On consent it is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated on May 15, 2026. The Tenants must move out of the rental unit on or before May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.
4. The Tenants shall pay the Landlord compensation of \$36.92 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 Tenants fail to make the payment in accordance with paragraph 4 of this order, the Tenants will start to owe interest. This will be simple interest calculated from the default date at 4.00% annually on the balance outstanding.
6. The Landlord or the Tenants shall pay to the other any sum of money that is owed as a result of this order.

March 31, 2026
Date Issued

Floredana Ungureanu
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 November 16, 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.