



**Order under Section 94
Residential Tenancies Act, 2006**

File Number: LTB-L-003872-26

In the matter of: 311, 18 PARKVIEW AVE
NORTH YORK ON M2N7H7

Between: TSCC # 1599 c/o Manor Crest Management Landlord
Ltd.

And

Sammy Acosta Tenant

TSCC # 1599 c/o Manor Crest Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Sammy Acosta (the 'Tenant') because:

- the rental unit is the superintendent's premises and the Tenant's employment as superintendent has ended.

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

The application was scheduled to be heard on April 21, 2026, by video conference. Before the start of the hearing, the parties engaged in private settlement discussions and advised that they had reached a settlement to resolve all matters at issue in the application. They requested an order on consent. The matter was referred to Dispute Resolution Officer (DRO) Nancy Fahlgren to assist in finalizing the terms and issue the requested order.

The Landlord's representative, Mark Ciobotaru, the Landlord's agent, Clayton Lockhurst, and the Tenant were present. The Tenant did not meet with Duty Counsel before the hearing.

Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

Agreed Facts:

1. The Landlord terminated the employment of the Tenant on November 19, 2025. The Tenant has not vacated the superintendent's premises and more than one week has passed since their employment was terminated.
2. The tenancy between the Landlord and the Tenant shall terminate as of May 1, 2026.

3. The Tenant was required to pay the Landlord \$13,199.86 in daily compensation for use and occupation of the rental unit for the period from November 27, 2025 to April 21, 2026.
4. The Tenant will also owe the Landlord daily compensation, starting April 21, 2026 until the Tenant vacates the rental unit.
5. Based on the monthly rent, the daily compensation is \$90.41. This amount is calculated as follows: \$2,750.00 x 12, divided by 365 days.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. Provided that the Tenant meets specified conditions as outlined in this order below, the Landlord shall waive all daily compensation and costs owing.
8. In consideration of the waiver of all compensation and costs, the parties consent and exchange mutual releases, forever discharging each other from any future actions, suits, or applications arising from the tenancy.
9. This is a full and final settlement of all matters related to the tenancy. The terms contained in this order resolve all issues between the parties to date.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 1, 2026.
2. Subject to paragraph 5 of this Order, the Tenant shall pay to the Landlord \$13,199.86, which represents compensation for the use of the unit from November 27, 2025 to April 21, 2026.
3. Subject to paragraph 5 of this Order, the Tenant shall also pay to the Landlord compensation of \$90.41 per day for the use of the unit starting April 22, 2026 until the date the Tenant moves out of the unit.
4. Subject to paragraph 5 of this Order, the Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord shall waive the Tenant's obligations to pay the amounts set out in paragraphs 2, 3, and 4 of this Order provided that all of the following conditions are met:
 - a) The Tenant vacates the rental unit and delivers vacant possession to the Landlord on or before May 1, 2026, including the return of all keys, fobs, and access devices related to this tenancy;
 - b) The Tenant removes all personal belongings from the rental unit on or before May 1, 2026, leaving the unit empty;
 - c) The Tenant leaves the rental unit in a clean condition; and
 - d) The Tenant does not cause undue or wilful damage to the rental unit or residential complex up to the date the Tenant vacates.

6. If the Tenant fails to comply with any of the conditions set out in paragraph 5, the waiver shall be void, and the Landlord may enforce payment of the amounts set out in paragraphs 2, 3, and 4.
7. If the unit is not vacated on or before May 1, 2026, then starting May 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
8. 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 2, 2026.

April 27, 2026
Date Issued

Nancy Fahlgren
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 2, 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.