



## **Order under Sections 30 and 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-026505-26-IN  
LTB-T-071240-22-IN4

**In the matter of:** 1609, 126 Bellamy Road N  
Toronto Ontario M1J 2L1

**Between:** Victoria Moreira Tenants  
Kathey Mickalakos

**and**

2255761 Ontario Limited Landlords  
Better Living Homes Inc

**and**

Berkley Property Management Inc Landlords' Agents  
Jeffrey Rana

### **INTERIM ORDER**

Victoria Moreira and Kathey Mickalakos (the 'Tenants') applied for an order determining that 2255761 Ontario Limited and Better Living Homes Inc (the 'Landlords') and Berkley Property Management Inc and Jeffrey Rana (the 'Landlords' Agents'):

#### **LTB-T-026505-26**

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (T2 application).
- harassed, obstructed, coerced, threatened or interfered with the Tenants (T2 application).
- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

#### **LTB-T-071240-22**

- substantially interfered with their reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (T2 application).

- failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act*, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

The parties requested mediation via the Online Dispute Resolution tool of the Tribunals Ontario Portal. Both T2/T6 applications (LTB-T-026505-26 and LTB-T-071240-22) were mediated by videoconference on April 23, 2026 by Denise Hannivan, a Dispute Resolution Officer (DRO) with the Landlord and Tenant Board.

The Landlords' Representative David Ciobotaru, the Landlords' Agent Lilly Bellicoso, and Tenant Kathey Mickalakos, who had authorization to consent on behalf of the other Tenant, participated in mediation. The Tenant Kathey Mickalakos received legal advice about one of the applications early in the process.

During mediation the parties reached an agreement and requested an Interim Order on Consent for both applications. I was satisfied that the parties understood the consequences of their consent, including waiving their right to a hearing for either application and resolving all issues with the tenancy up to today's day *if* certain conditions of this order are met.

**Agreed Facts:**

- 1) All parties agree to amending both applications (LTB-T-026505-26 and LTB-T-071240-22), if necessary, to add Jeffery Rana and Berkley Property Management Inc as Agents of the Landlords, and to add 2255761 Ontario Limited and Better Living Homes Inc as Landlords, if these parties have not already been added.
- 2) The current rent is \$1,173.54. It is due on the 1<sup>st</sup> day of each month.
- 3) Based on the Monthly rent, the daily rent/compensation is \$38.58. This amount is calculated as follows: \$1,173.54 x 12 months, divided by 365 days.
- 4) The Landlords collected a rent deposit of \$1,173.54 from the Tenants and this deposit is still being held by the Landlords. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
- 5) The Landlords will return to the Tenants the last month rent deposit LESS six (6) days of rent for May 1 to 6, 2026 (\$231.48).
- 6) Both Tenants authorize the Landlords to make both the \$30,000.00 bank draft and the \$942.06 cheque payable only to one Tenant, Kathey Mickalakos.
- 7) Other than the amounts described in this order, no other money is owed by either party to the other. The Tenants owe no arrears or payments to the Landlords up to April 23, 2026.
- 8) The Landlords shall provide to the Tenants a reference letter which states:
  - a) the Tenants have been in good standing for the duration of the tenancy from May 1, 2012 to present date;

- b) all rent and other payments have been made 100% on time with zero balance owing;
- c) the rental unit has been kept in excellent condition with no damages by the Tenants;
- d) this tenancy ends on the Tenants own volition by way of consent.

This letter will be delivered to the Tenants with the payment per paragraph 1 of the order by Landlords' staff or via courier on or before 12 noon on April 30, 2026.

- 9) When the keys are returned, the Landlords will provide the Tenants with a letter signed by an authorized party to confirm that the keys to the rental unit have been returned and the date they were returned. This letter will be available on or after April 30, 2026. The Tenants may return the keys Monday to Friday between 9am and 5pm on or before May 7, 2026 at no extra charge to the Tenants.
- 10) When the Tenants return the keys to the rental unit, the Tenants authorize the Landlords to dispose of any items left in the rental unit per section 41 of the RTA at no charge to the Tenants. The Landlords shall not be held responsible for any of the items left in the rental unit.
- 11) The rental unit is in good condition with no damages caused by the Tenants.
- 12) All parties will cover their own costs.

**It is ordered on consent of the parties that:**

- 1. On or before April 30, 2026, the Landlords shall pay to the Tenants the sum of \$30,000.00 in guaranteed funds. The Landlords shall also pay to the Tenants \$942.06 which represents the rent deposit less the rent for May 1 to 6, 2026.
- 2. On or before May 5, 2026, the parties shall jointly or separately upload to the Tribunals Ontario Portal to one or both files (LTB-T-026505-26 and/or LTB-T-071240-22) proof and/or written confirmation from the Tenants that the Tenants have received the compensation per paragraph 1, OR not received it, if that is the case.
- 3. If the Tenants receive the payments per paragraph 1, the tenancy is terminated and the Tenants shall vacate the unit on or before May 6, 2026.
- 4. If confirmation of receipt of the payment is provided per paragraph 2, and the Tenants do not vacate the unit on or before May 6, 2026, then starting May 7, 2026, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after May 7, 2026.
- 6. Following the submission of the written confirmation of payment as described in paragraph 2 above, a final order will be issued closing the LTB's files LTB-T-026505-26 and LTB-T-071240-22 as per the consent of all parties.

7. If the files are closed, the LTB shall pay to the Landlords the \$28,750.00 plus accrued interest held in trust by the LTB for file number LTB-T-071240-22 and shall deliver the funds to the Landlords' Legal Representative David Ciobotaru at 385 Connie Cres., Suite 102, Vaughan, ON L4K 5R2.
8. If the conditions of paragraphs 1-2 of this order are met, this order is in full and final resolution of all issues with the tenancy up to April 23, 2026 including any known and/or unknown issues/applications/files at LTB and any other courts of competent jurisdiction, including the Ontario Human Rights Tribunal.

**It is further ordered on consent of the parties that:**

9. If the Landlords fail to pay the amount ordered by the date required in paragraph 1, then the tenancy is NOT terminated and paragraphs 1 to 8, above shall be void, and a further interim order shall be issued adjourning both applications LTB-T-026505-26 and LTB-T-071240-22 to be heard on a date to be set by the LTB.

**April 29, 2026**  
**Date Issued**

---

Denise Hannivan  
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 November 7, 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.