



Order under Section 69 and 89 Residential Tenancies Act, 2006

File Number: LTB-L-014011-26

In the matter of: 302, 100 CHRISTINA ST N
SARNIA ON N7T5T6

Between: Mutual Property Management Landlord

And

Nicolas Andali Tenant

Mutual Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Nicolas Andali (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant has been persistently late in paying the Tenant's rent.

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

Mutual Property Management (the 'Landlord') also applied for an order requiring Nicolas Andali (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The application was heard by videoconference on April 29, 2026. The Landlord's legal representative Kristen Jarvis, the Landlord's agents Cathy Halsall and Michelle Ramon, the Tenant, the Tenant's support person Stephanie Bacon, and Tenant Duty Counsel John Swain 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 parties agreed to terminate the tenancy on June 30, 2026.
2. The Landlord agreed to provide the Tenant with a letter which outlines the following:
 - a. The length of the tenancy;
 - b. The current rent amount;
 - c. The fact that the Tenant has provided the Landlord with 60 days notice to vacate;
and
 - d. That the Tenant was not in rent arrears at the end of the tenancy.
3. The parties agreed that the last month's rent deposit and interest owing on the last month's rent deposit equal the current monthly rent.
4. The parties agreed that the last month's rent deposit and interest owed on the last month's rent deposit will be applied to the June 2026 rental period.
5. The Landlord agreed to waive the application filing fee.
6. The Tenant agreed to keep the peace while in the residential complex for the remainder of the tenancy.

On consent of the parties, 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 June 30, 2026.
2. Upon receipt of all keys and vacant possession of the unit, on or before June 30, 2026, the Landlord shall pay to the Tenant the sum of \$3,000.00.
3. If the Tenant vacates the unit as required pursuant to paragraph 1, and the Landlord does not pay the Tenant the full amount owing as per paragraph 2, the Landlord will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
4. If the Tenant vacates the unit prior to June 30, 2026, the Landlord shall compensate the Tenant at a rate of \$31.07 per day, beginning on the day after the Tenant vacates the unit and continuing up to and including June 30, 2026.
5. The Tenant shall pay to the Landlord the monthly rent for May 2026 in full and on or before May 1, 2026.
6. If the Tenant fails to pay the monthly rent for May 2026 pursuant to paragraph 5, the Landlord shall reduce the compensation owed to the Tenant pursuant to paragraph 2 by \$945.02.
7. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.

8. The Landlord waives the compensation for damages claimed in this application.
9. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 July 1, 2026.
11. This order is in full and final settlement of all issues arising from the tenancy up to April 29, 2026.

May 6, 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 of the Tenant expires on January 1, 2027 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.