



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-021569-26

In the matter of: 64 EASTVALE PL
HAMILTON ON L8H1P1

Between: Joe Gagliardo Landlord

And

Michelle Ladniak Fianza Tenant

Joe Gagliardo (the 'Landlord') applied for an order to terminate the tenancy and evict Michelle Ladniak Fianza (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on May 19, 2026, by video conference. The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO). The Landlord's Representative, Marcio Peralta and the Tenant were present.

As a result of the mediation the parties requested a consent order, and I am satisfied that the parties understand the consequences of their consent.

The Parties agree that:

1. The parties reached consent on non-voidable order with termination date of August 31, 2026.
2. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The parties agreed on consent that the lawful rent is \$2,200.00. It is due on the 1st day of each month.
5. Based on the Monthly rent, the daily rent/compensation is \$72.33. This amount is calculated as follows: \$2,200.00 x 12, divided by 365 days.
6. The rent arrears owing to May 31, 2026, are \$24,200.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

8. The Landlord collected a rent deposit of \$2,200.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy in August 2026. No interest is owed on the last month's rent deposit.
9. The parties agreed on consent that the total rent arrears and costs owing to May 31, 2026, are \$24,386.00
10. The Landlord agreed to waive the total rent arrears and costs owing to May 31, 2026, in exchange to be provided with vacant possession of the rental unit on or before August 31, 2026.
11. The Landlord also agreed to waive the lawful rent in June 2026, and July 2026 in exchange to be provided with vacant possession of the rental unit on or before August 31, 2026.
12. The parties agreed on consent that the Tenant will forfeit the compensation mentioned above in paragraphs 10 and 11, if the unit is not vacated on or before August 31, 2026.

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated on August 31, 2026.
2. The Tenant must move out on or before August 31, 2026.
3. If the unit is not vacated on or before August 31, 2026, then starting September 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 September 1, 2026.
5. The Tenant shall also pay the Landlord compensation of \$72.33 per day for the use of the unit starting September 1, 2026, until the date the Tenant moves out of the unit.
6. The total rent arrears and costs owing to May 31, 2026, are \$24,386.00.
7. The Landlord will waive the total rent arrears and costs owing to May 31, 2026, in exchange to be provided with vacant possession of the rental unit on or before August 31, 2026.
8. The Landlord will waive the lawful rent from June 1, 2026, to July 1, 2026, in exchange to be provided with vacant possession of the rental unit on or before August 31, 2026.
9. The Last month's rent deposit shall be applied to the last month of Tenancy in August 2026.

Conditions

10. The Tenant will forfeit compensation in paragraphs 7 and 8 of this order, if the Tenant does not move out on or before August 31, 2026.

11. If the Tenant does not vacate the rental unit on or before August 31, 2026, The Tenant shall pay to the Landlord the full amount of rent arrears and costs owing in paragraph 6 of this order , plus any additional rent in June and July on or before August 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from September 1, 2026, at 4.00% annually on the balance outstanding.

May 22, 2026
Date Issued

Maryam Cooper
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 February 28, 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$24,200.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$24,386.00