



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-024521-26

In the matter of: 3, 42 CUMBERLAND ST
BARRIE ON L4N2P6

Between: Nick and Silvana Gallo Landlord

And

Michael Bagley Tenant
Brook Sampson

Nick and Silvana Gallo (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Bagley and Brook Sampson (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

Prior to the videoconference hearing on May 27, 2026 the parties elected to participate in Board facilitated mediation with the assistance of a Dispute Resolution Officer (DRO).

The Landlord and the Tenant participated in the mediation. The Landlord, Silvana Gallo, represented the interests of Nick Gallo, who did not attend the mediation. The Tenant also consulted with Tenant Duty Counsel prior to mediation.

The parties agreed to resolve all matters raised in the application and requested an order on consent. I am satisfied that the parties understood the terms and consequences of their consent.

It is agreed by the parties that:

- A. As of the hearing date, the Tenant was still in possession of the rental unit.
- B. The lawful rent is \$1,950.00. It is due on the 1st day of each month.
- C. Based on the Monthly rent, the daily rent/compensation is \$64.11. This amount is calculated as follows: $\$1,950.00 \times 12$, divided by 365 days.
- D. The Tenant has not made any payments since the application was filed.
- E. The rent arrears owing to May 31, 2026 are \$6,735.00.
- F. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

- G. The Landlord collected a rent deposit of \$1,950.00 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 if the tenancy is terminated.
- H. Interest on the rent deposit, in the amount of \$40.16 is owing to the Tenant for the period from June 4, 2025 to May 27, 2026.
- I. The parties agreed to a final, non-voidable eviction order based on the parties' agreement to terminate the tenancy. Therefore, the Tenant does not have the option to void the order by paying the arrears and costs.
- J. The parties will exchange contact information to discuss e-transfer information.

It is ordered on consent that:

- 1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
- 2. The Tenant shall pay the Landlord any rent arrears owing up to the date of the hearing and the cost of filing the application. The amount of the rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant.
- 3. As of the date of the hearing, the Tenant owes the Landlord \$4,711.81. See Schedule 1 for the calculation of the amount owing.
- 4. The Tenant shall also pay the Landlord compensation of \$64.11 per day for the use of the unit starting May 28, 2026 to the date the Tenant moves out of the unit.
- 5. If the Tenant does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from August 1, 2026 at 4.00% annually on the balance outstanding.
- 6. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
- 7. 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 August 1, 2026.

Payment plan

- 8. The Tenant shall also make the following payments toward arrears:

Date Payment Due	Amount of Payment
June 1, 2026	\$975.00
June 15, 2026	\$975.00
July 1, 2026	\$500.00
July 20, 2026	\$200.00

9. If the Tenant make the payments in paragraphs 8, these payments shall be applied to the amount of arrears as set out in paragraph 3.
10. If the Tenant fail to make the payment in accordance with paragraph 8 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Residential Tenancies Act for an order terminating the tenancy and evicting the Tenants earlier than July 31, 2026, and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after May 31, 2026.

Other terms

11. The application shall be amended to remove Aria Sampson-Bagley as a Tenant to the application because they are under the age of 18 years old.

June 1, 2026
Date Issued

Monica Dairo
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 February 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay as the tenancy is terminated

Rent Owing To May 27, 2026	\$6,515.97
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,950.00
Less the amount of the interest on the last month's rent deposit	-\$40.16
Total amount owing to the Landlord	\$4,711.81
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$64.11 (per day)