



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

File Number: LTB-L-015666-26

In the matter of: 1315, 18 YONGE ST
TORONTO ON M5E1Z8

Between: Marco Dattilo Landlord

And

Carleigh Miller Tenant

Marco Dattilo (the 'Landlord') applied for an order to terminate the tenancy and evict Carleigh Miller (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

This application was heard by videoconference on June 1, 2026.

The Landlord, The Landlord's legal representative, Marshall Yarmus, and the Tenant were present.

The parties reached consent prior to the mediation and mutually agreed to resolve all matters at issue 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 that:

1. The parties reached consent prior to the mediation on non-voidable order with termination date of September 30, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,900.00. It is due on the 1st day of each month
4. Based on the monthly rent, the daily compensation is \$95.34. This amount is calculated as follows: \$2,900.00 x 12, divided by 365 days.
5. The Landlord collected a rent deposit of \$2,900.00 from the Tenant on June 1, 2023, 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.
6. The Landlord agreed to pay the interest on the rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on September 30, 2026.
2. The Tenant must move out on or before S September 30, 2026.
3. If the unit is not vacated on or before September 30, 2026, then starting October 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 October 1, 2026.
5. If the Tenant does not vacate the rental unit on or before September 30, 2026, the Tenant shall owe the Landlord per diem compensation of \$95.34 starting October 1, 2026, until the date the Tenants vacate the rental unit.
6. The last month rent deposit shall be applied to the lawful rent in September 2026.

June 3, 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 of the Tenant expires on March 31, 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.