



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-032298-26

In the matter of: 46 Hopper Lane
Newmarket ON L3X 3J6

Between: Jianmei Gao Landlord

and

Joseph Prochilo Tenant

Jianmei Gao (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Prochilo (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a Hearing scheduled on June 17, 2026 by videoconference where the parties agreed to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Denise Hannivan.

The Landlord, the Landlord's Agent and husband Chi Kin Tsui, the Tenant, and the Guarantor participated in the mediation. The Tenant received legal advice about this application.

As a result of the mediation, the parties requested an order on consent and I am satisfied that the parties understand the consequences of their consent, including waiving their right to a hearing on this application.

Agreed facts:

- 1) Vito Cardone was initially named by the Landlord as a Tenant, but he is a guarantor.
- 2) The current rent is \$3,587.50. It is due on the 10th day of each month.
- 3) Based on the Monthly rent, the daily rent/compensation is \$117.95. This amount is calculated as follows: \$3,587.50 x 12 months, divided by 365 days.
- 4) The rent arrears owing to July 9, 2026 are \$19,437.50.
- 5) The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. However, the Landlord is waiving collection of these costs.
- 6) The Landlord collected a rent deposit of \$3,500.00 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 as the tenancy is terminated.

- 7) Interest on the rent deposit, in the amount of \$194.02 is owing to the Tenant for the period from January 5, 2024 to June 17, 2026.
- 8) The last month rent deposit plus interest owed is greater than the current rent by \$106.52. The Landlord owes the Tenant \$106.52 in interest up to June 17, 2026. See Schedule 1 for the calculation of the amount owing.
- 9) Further interest will be owed to the Tenant up to the day before the rent deposit is applied and the Landlord will deduct the amount owed from the last arrears payment.
- 10) The Landlord will get more information from the Tenant today/June 17, 2026, then, call technicians today/June 17, 2026 regarding fixing the garage door opener and dishwasher in the rental unit, and will attempt to have technicians attend the rental unit for this purpose by June 26, 2026.
- 11) This tenancy is terminated in a non-voidable manner.
- 12) The Tenant will provide the Landlord with written notice fourteen (14) days in advance if the Tenant intends to vacate the rental unit earlier than November 9, 2026.
- 13) The Tenant will only pay rent up until the date the unit is vacated.

It is ordered on consent of the parties that:

1. The application is amended to remove Vito Cardone as a Tenant.
2. The tenancy between the Landlord and the Tenant is terminated. **The Tenant and all Occupants must move out of the rental unit on or before November 9, 2026.**
3. The Tenant shall pay to the Landlord \$19,330.98. This amount includes rent arrears owing up to July 9, 2026 and the cost of filing the application. The interest the Landlord owes on the rent deposit up to June 17, 2026 is deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
4. The Tenant shall pay to the Landlord the amount set out in paragraph 3 in accordance with the following schedule:

Date Payment Due	Amount of Payment
June 19, 2026	\$10,000.00
July 10, 2026	\$1,412.50
August 10, 2026	\$1,412.50
September 10, 2026	\$1,412.50
October 10, 2026	\$5,093.48*

* The Landlord will deduct further interest owed on the last month rent deposit from the last payment.

5. The Tenant shall also pay to the Landlord new rent in full and on time for the period July 10, 2026 to September 10, 2026**, or until the arrears are paid in full or until the Tenant vacates the rental unit, whichever date is earliest.

****** The last month rent deposit is being applied to rent for the last month of tenancy, which is scheduled to be October 10, 2026 to November 9, 2026 unless the Tenant vacates earlier.

6. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant **EARLIER THAN NOVEMBER 9, 2026** and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after July 9, 2026.
7. If the Tenant vacates the unit before November 9, 2026, and has made any payments in accordance with paragraph 5 or the last month rent has been applied, the Landlord shall reimburse the Tenant for the unused portion of the rent or the rent deposit on a per diem basis (\$117.95 per day) back to the date the Tenant vacated the unit.
8. If the unit is not vacated on or before November 9, 2026, then starting November 10, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. 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 November 10, 2026.
10. The Tenant shall also pay the Landlord compensation of \$117.95 per day for the use of the unit starting November 10, 2026 until the date the Tenant moves out of the unit.
11. This order is in full and final settlement of this application.

June 25, 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 May 10, 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 Landlord owes the Tenant in interest on last month rent deposit up to June 17, 2026

The last month's rent deposit will be applied to rent for October 10, 2026 to November 9, 2026 OR the last rental period of the tenancy, if the Tenant vacates earlier	\$3,500.00
Interest owed to the Tenant on the last month's rent deposit up to June 17, 2026	\$194.02
TOTAL of last month rent deposit plus interest owed	\$3,694.02
Subtract the current rent required for last rental period of the tenancy	- \$3,587.50
DIFFERENCE between current rent and last month rent deposit + interest = Amount owed by Landlord to Tenant	\$106.52

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

Rent Owing to July 9, 2026	\$19,437.50
Application Filing Fee	\$186.00
Waiver of the Application Filing Fee	- \$186.00
Less the amount of the interest on the last month's rent deposit UP TO JUNE 17, 2026 ONLY – further interest will be deducted from the last arrears payment	- \$106.52
Total amount owing to the Landlord	\$19,330.98
Plus daily compensation owing for each day of occupation starting November 10, 2026	\$117.95*** (per day)
***Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	