



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-092229-25
LTB-L-103684-25

In the matter of: Basement, 105 SCOTT ST
WHITBY ON L1N3L2

Between: Mike Simachowskyi Landlord

And

Connor Dines Tenant

Mike Simachowskyi (the 'Landlord') applied for an order to terminate the tenancy and evict Connor Dines (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was scheduled to be heard by video conference on January 15, 2026.

Before the start of the hearing the Landlord's legal representative Ken Anderson and the Tenant Connor Dines engaged in private settlement discussions and advised that the parties had reached an agreement. The Tenant spoke with Tenant Duty Counsel before providing their consent to the terms contained herein.

The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the Landlord's application and the parties agreed to also resolve the Landlord's pending L2 Application under file number LTB-L-103684-25 to terminate the tenancy because the Landlord in good faith requires possession of the rental unit for the purpose of residential occupation for at least one year, which was scheduled to be heard on another day.

The parties agreed to resolve all matters raised in both applications as well as all matters arising from the tenancy to the date of the hearing and requested an order on consent. Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed:

1. The parties agree to terminate the tenancy as of March 31, 2026, on a non-voidable basis and subject to standard enforcement provisions.

2. The current monthly rent is \$1,200.00. Daily rent is \$39.45 which is calculated as follows:
 $\$1,200.00 \times 12 \text{ months} / 365 \text{ days}$.
3. The Landlord waives all arrears of rent up to January 31, 2026, and costs and waives all rent that will become due and payable up to March 31, 2026.
4. This agreement resolves all matters raised in both applications and all matters arising from the tenancy up to the date of the hearing.

On consent, 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 March 31, 2026.
2. If the unit is not vacated on or before March 31, 2026, then starting April 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 April 1, 2026.
4. The Tenant shall also pay the Landlord compensation of \$39.45 per day for the use of the unit starting April 1, 2026, until the date the Tenant moves out of the unit.
5. The Landlords waives all arrears of rent owing up to January 31, 2026, and costs.
6. The Landlord waives all rent that will become due and payable up to March 31, 2026.

January 23, 2026
Date Issued

Diego Fernandez-Stoll
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 October 1, 2026 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.