



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

File Number: LTB-L-092211-25

In the matter of: 21, 26 MOSS BLVD
DUNDAS ON L9H6W7

Between: HASAN DAVULCU Landlord

And

TARA AND PAUL SMITH Tenant

HASAN DAVULCU (the 'Landlord') applied for an order to terminate the tenancy and evict TARA AND PAUL SMITH (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.

Prior to the videoconference hearing on January 21, 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 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 \$3,200.00. It is due on the 1st day of each month.
- C. Based on the Monthly rent, the daily rent/compensation is \$105.21. This amount is calculated as follows: $\$3,200.00 \times 12$, divided by 365 days.
- D. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
- E. The Landlord collected a rent deposit of \$3,200.00 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 if the tenancy is terminated.

- F. Interest on the rent deposit, in the amount of \$84.05 is owing to the Tenant for the period from December 31, 2024 to January 21, 2026.
- G. 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.

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 February 28, 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 \$10,911.36. See Schedule 1 for the calculation of the amount owing.
- 4. The Tenant shall also pay the Landlord compensation of \$105.21 per day for the use of the unit starting January 22, 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 February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.
- 6. If the unit is not vacated on or before February 28, 2026, then starting March 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 March 1, 2026.

Additional Conditions

- 8. The Tenant shall pay to the Landlord \$500.00 towards arrears, on or before January 30, 2026.
- 9. If the Tenant makes the payments in paragraph 8, this payment shall be applied to the amount the Tenants owe the Landlord as per paragraph 3.
- 10. If the Tenant fails to make the payment in accordance with paragraph 8 of this order, 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 February 28, 2026, and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after **January 21, 2026**.
- 11. The Tenant shall also pay to the Landlord \$500.00 towards arrears, by the first day of each month starting **April 1, 2026**, and continuing until the balance is paid.

12. If the Tenant breaches any of the conditions in paragraph 11, the balance becomes due and payable immediately and simple interest will be calculated as per the *Courts of Justice Act* on any balance outstanding.

January 26, 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 September 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.

Schedule 1
SUMMARY OF CALCULATIONS

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

Rent Owing To January 21, 2026	\$14,009.41
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$3,200.00
Less the amount of the interest on the last month's rent deposit	-\$84.05
Total amount owing to the Landlord	\$10,911.36
Plus daily compensation owing for each day of occupation starting January 22, 2026	\$105.21 (per day)