



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

File Number: LTB-L-000293-26
& LTB-L-014014-26

In the matter of: 4803, 138 DOWNES ST
TORONTO ON M5E0E4

Between: Timothy Pereira Landlord

And

Dana Gankevych Tenant

Timothy Pereira (the 'Landlord') applied for an order to terminate the tenancy and evict Dana Gankevych (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant did not pay utilities (L2 Application).

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

This application was to be heard by videoconference on March 9, 2026. The Landlord's representative, Andrew McMaster, and the Tenant's representative, Naseer Ahmed attended the hearing.

The parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) John Russett. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

This amended order is issued to correct clerical errors in the original order issued on March 17, 2026.

The parties agree that:

1. As of the hearing date, the Tenant was still in possession of the rental unit.
2. The lawful rent is \$3,465.00. It is due on the 1st day of each month.
3. The parties requested a non-voidable eviction order with an eviction date of April 30, 2026.
4. Based on the Monthly rent, the daily rent/compensation is \$113.92. This amount is calculated as follows: \$3,465.00 x 12, divided by 365 days.
5. The rent arrears owing to March 31, 2026 are \$17,676.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
7. The Landlord will waive \$2,812.03 of rent to the Tenant.
8. The Landlord will waive \$1,187.97 of utilities to the Tenant.
9. The Landlord collected a rent deposit of \$3,400.00 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.
10. Interest on the rent deposit, in the amount of \$43.43 is owing to the Tenant for the period from July 31, 2025 to March 9, 2026.
11. At the hearing, the Landlord requested to withdraw the file LTB-L-014014-26

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall pay the Landlord ~~\$7,792.85~~ **\$8,980.82** for the 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 and the are deducted from the amount owing by the Tenant.
5. The Tenant shall pay \$3,465.00 towards the amount in paragraph 4 on or before March 31, 2026.
6. If the Tenant fails to make payment in accordance with paragraph 5 of this order above, then the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraphs 4 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 and requiring that the Tenant pay any new arrears of rent, NSF fees and related charges that became owing after March 9, 2026. **This may result in the Board issuing an order that terminates the tenancy before April 30, 2026.**

7. If the Tenant complies with paragraph 5 of this order, the Tenant shall pay the outstanding balance of the arrears of \$10,211.00 to the Landlord as follows:
 - a. \$1,300.00 on or before the twentieth (20) day of each month starting April 20, 2026 for a period of seven (7) consecutive months until October 20, 2026; and
 - b. The balance outstanding of \$1,111.00 on or before November 20, 2026
8. The Tenant shall also pay the Landlord compensation of \$113.92 per day for the use of the unit starting March 10, 2026, to the date the Tenant moves out of the unit.
9. If the Tenant fails with paragraph 7 of this order above the full amount owing in paragraph 7 of this order above, the Tenant will start to owe interest. This will be simple interest calculated from date after the breach at 4.00% annually on the balance outstanding.
10. The file LTB-L-014014-26 is withdrawn and the LTB's file is closed.
11. This order settles all claims advanced by the Tenant and/or the Landlord against one another in relation to this tenancy, up to the date of the hearing.

March 17, 2026
Date Issued
March 31, 2026
Date Amended

John Russett
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 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must the tenancy is terminated

Rent Owing To Hearing Date	\$15,050.28
Application Filing Fee	\$186.00
Less the amount the Landlord is waiving	\$4,000.00 - \$2,812.03
Less the amount of the last month's rent deposit	- \$3,400.00
Less the amount of the interest on the last month's rent deposit	- \$43.43
Total amount owing to the Landlord	\$7,792.85 \$8,980.82
Plus daily compensation owing for each day of occupation starting March 10, 2026	\$113.92 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	