



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-010293-26

In the matter of: 2, 7 DON ST
DUNDAS ON L9H4N8

Between: Interrent Holdings Manager LP Landlord

And

Dimitrius Mayer Tenants
Giovani Swaby

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Interrent Holdings Manager LP (the 'Landlord') applied for an order to terminate the tenancy and evict Dimitrius Mayer and Giovani Swaby (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on April 23, 2026, by video conference. The Landlord's Legal Representative, Julie Best, was present accompanied by Dimitrius Mayer and Trisha Mayer who were present on behalf of Giovani Swaby.

The parties reached a consent agreement and requested that Dispute Resolution Officer (DRO) Felicia Puscalau assist in finalizing the terms and issuing an Order on consent to resolve all matters raised in the application.

After reviewing the terms of the agreement with the parties, I am satisfied that they fully understand the agreement and the consequences of providing their consent.

The parties agreed to the following:

1. The tenancy between the Landlord and the Tenant is terminated and Tenant will be moving out on or before May 2, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,666.94.
4. Based on the Monthly rent, the daily rent/compensation is \$54.80. This amount is calculated as follows: \$1,666.94 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.

6. The rent arrears owing to April 30, 2026, including the application filing fee and after deducting the last month's rent deposit and the interest accrued on that deposit are \$3,682.90.
7. The parties agreed to a final, non-voidable termination of this tenancy as of May 2, 2026. As such, the Tenant does not have the option to void the eviction order by paying the outstanding rent arrears.

On consent of the parties, 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 May 2, 2026.
2. If the unit is not vacated on or before May 2, 2026, then starting May 3, 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 3, 2026.
4. The Tenant shall pay to the Landlord **\$3,682.90** on or before **May 2, 2027**.
5. If the Tenant does not pay the Landlord the full amount owing on or before May 2, 2027, the Tenant will start to owe interest. This will be simple interest calculated from May 3, 2027, at the post-judgment interest rate determined under paragraph 207(7) of the Residential Tenancies Act, 2006 annually on the balance outstanding.
6. If the Tenant doesn't move out on or before May 2, 2026, the Tenant shall also pay the Landlord compensation of \$54.80 per day for the use of the unit starting May 3, 2026, until the date the Tenant moves out of the unit.
7. The terms contained in this order resolve all issues between the parties up to April 23, 2026.

May 5, 2026
Date Issued

Felicia Puscalau
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 November 3, 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.