



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

File Number: LTB-L-015624-26

In the matter of: 1004, 99 GERRARD ST W
TORONTO ON M5G0C4

Between: KS 700 Bay Street Inc Landlord

And

Daphne Evans Tenants
Jeremiah Bowers-Vandusen

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.

KS 700 Bay Street Inc (the 'Landlord') applied for an order to terminate the tenancy and evict Daphne Evans and Jeremiah Bowers-Vandusen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The parties attended a hearing on May 11, 2026, by video conference. The Landlord's Legal Representative, Sabrina Marchionne, was present accompanied by Jeremiah Bowers-Vanduse, who attended on behalf of both Tenants.

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 June 15, 2026.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,808.60.
4. Based on the Monthly rent, the daily rent/compensation is \$92.34. This amount is calculated as follows: \$2,808.60 x 12, divided by 365 days.

5. The Landlord collected a rent deposit from the Tenant and part of this deposit will be applied toward the rent owing for the period of June 1 to June 15, 2026.
6. The rent arrears owing to May 31, 2026, including the application filing fee and after deducting the remaining balance of the last month's rent deposit together with the interest accrued on that deposit, total \$10,080.21.
7. The parties agreed to a final, non-voidable termination of this tenancy as of June 15, 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 June 15, 2026.
2. If the unit is not vacated on or before June 15, 2026, then starting June 16, 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 June 16, 2026.
4. The Tenant shall pay to the Landlord **\$10,080.21** on or before **June 15, 2026**.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026, at 4.00% annually on the balance outstanding.
6. If the Tenant doesn't move out on or before June 15, 2026, the Tenant shall also pay the Landlord compensation of \$92.34 per day for the use of the unit starting June 16, 2026, until the date the Tenant moves out of the unit.

May 19, 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 December 16, 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.