



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

File Number: LTB-L-022048-26

In the matter of: 312, 270 DUFFERIN ST
TORONTO ON M6K0H8

Between: Mathew Kuriakose Landlord

And

Dwayne Smith Tenant

Mathew Kuriakose (the 'Landlord') applied to the Landlord and Tenant Board ('LTB') for an order to terminate the tenancy and evict Dwayne Smith (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The application was scheduled to be heard by video conference on May 21, 2026. Ajitinder Grewal, Lawyer, represented the Landlord. The Tenant attended and was self-represented.

Prior to the start of the hearing, the parties engaged in a private discussion and resolved the application. The parties requested the LTB issue an Order on consent confirming their agreement. I, as Dispute Resolution Officer and Hearing Officer, am satisfied that the parties understood the terms of their consent as set out in the Order below.

The parties agreed that:

1. The Landlord served the Tenant with a Notice to End Tenancy Early for Non-payment of Rent (N4 Notice).
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: \$2,500.00 x 12 months, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to May 31, 2026, are \$13,000.00.
7. The Tenant shall pay the Landlord incurred costs of \$186.00 for filing the application.

8. The Landlord's application is amended to include a last month rent deposit in the amount of \$2,500.00 collected on November 1, 2025 with no interest paid to the Tenant to date on the deposit.
9. The Landlord collected a rent deposit of \$2,500.00 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 \$29.05 is owing to the Tenant for the period from November 1, 2025 to May 21, 2026.

It is ordered on consent that:

1. The Landlord's application is amended to include a last month rent deposit in the amount of **\$2,500.00** collected on **November 1, 2025** with **no interest paid** to the Tenant to date on the deposit.
 2. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
 3. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$13,186.00 if the payment is made on or before May 31, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$15,686.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
 4. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after June 30, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 5. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before June 30, 2026.**
 6. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$9,882.94. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.
 7. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting May 22, 2026 until the date the Tenant moves out of the unit.

8. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.
9. If the unit is not vacated on or before June 30, 2026, then starting July 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
10. 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 July 1, 2026.

May 28, 2026
Date Issued

Joanne Lolato
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 January 1, 2027 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 to void the eviction order and continue the tenancy if the payment is made on or before May 31, 2026

Rent Owing To May 31, 2026	\$13,000.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,186.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$15,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$15,686.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$12,225.99
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,500.00
Less the amount of the interest on the last month's rent deposit	- \$29.05
Total amount owing to the Landlord	\$9,882.94
Plus daily compensation owing for each day of occupation starting May 22, 2026	\$82.19 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	