



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

File Number: LTB-L-019405-26

In the matter of: 144 HOLLYBERRY TRAIL
NORTH YORK ON M2H2P1

Between: Tsz Wing Lee Landlord

And

Dominic Dennis Fernandes Tenant

Tsz Wing Lee (the 'Landlord') applied for an order to terminate the tenancy and evict Dominic Dennis Fernandes (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The application was scheduled to be heard by videoconference on May 27, 2026. The Landlord Tsz Wing Lee, the Landlord's representative Bavithra Vigneswararajah, and the Tenant Dominic Dennis Fernandes participated in mediation.

The parties reached an agreement and requested an Order on Consent in full and final settlement of the application. I was satisfied that the parties understood the consequences of their consent.

Agreed facts:

1. The Landlord is withdrawing the L2/N8 portion of the application.
2. The Landlord will conduct an inspection on June 19, 2026, starting between 4:30 and 5:30PM.
3. As of the hearing date, the Tenant was still in possession of the rental unit.
4. The lawful rent is \$2,700.00.
5. The rental period is from the 1st to the last day of the month.
6. Rent shall be paid in two installments: one-half on or before the 1st day of each month (for the period from the 1st to the 14th), and the remaining one-half on or before the 15th day of each month (for the period from the 15th to the last day of the month).

7. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: \$2,700.00 x 12, divided by 365 days.
8. The Tenant has paid \$6,900.00 to the Landlord since the application was filed.
9. The rent arrears owing to May 31, 2026, are \$630.00.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
11. The Landlord collected a rent deposit of \$2,700.00 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.
12. Interest on the rent deposit, in the amount of \$20.82 is owing to the Tenant for the period from January 14, 2026, to May 27, 2026.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$3,516.00 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
3. 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.
4. **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.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$2,208.03. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$88.77 per day for compensation for the use of the unit starting May 28, 2026, until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. 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.

8. 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.

June 3, 2026
Date Issued

Isabelle Bouvier
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 June 30, 2026

Rent Owing To June 30, 2026	\$10,230.00
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,900.00
Total the Tenant must pay to continue the tenancy	\$3,516.00

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

Rent Owing To Hearing Date	\$7,226.79
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$6,900.00
Less the amount of the last month's rent deposit	- \$2,700.00
Less the amount of the interest on the last month's rent deposit	- \$20.82
Total amount owing to the Landlord	\$(2,208.03)
Plus daily compensation owing for each day of occupation starting May 28, 2026	\$88.77 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	