



**MAR 27, 2024**

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

**Citation:** Vink v Van Well, 2024 ONLTB 22095

**Date:** 2024-03-27

**File Number:** LTB-L-073119-23

**In the matter of:** Unit A (upper unit), 75 CHAPEL ST  
WOODSTOCK ON N4S3R5

**Between:** Ryan Vink Landlord

**And**

Jennifer Van Well Tenants  
Justin Chester Richards

Ryan Vink (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Van Well and Justin Chester Richards (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was scheduled to be heard by videoconference on March 19, 2024.

The Landlord and the Landlord's Agent, Janis Snyder, were present. The Tenants attended.

The parties voluntarily participated in a Board facilitated mediation and mutually agreed to resolve all the issues in the application. The parties requested an Order on Consent confirming their agreement. I was satisfied that the parties understood the terms and consequences of their consent as set out in the Order below.

**The Parties agree that:**

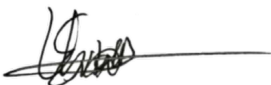
1. The lawful rent is \$1,383.75. It is due on the 1st day of each month.
2. Based on the Monthly rent, the daily rent/compensation is \$45.49. This amount is calculated as follows: \$1,383.75 x 12, divided by 365 days.
3. The rent arrears owing to March 31, 2024, are \$13,851.25.
4. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
5. The Landlord collected a rent deposit of \$1,350.00 from the Tenants and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$64.91 is owing to the Tenant for the period from April 16, 2022, to March 19, 2024.
6. This order is a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy. The application is amended to include an L3 application for termination of the tenancy. Therefore, the Tenants do not have the option to void the eviction

order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.

**It is ordered on consent that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before March 31, 2024.
2. If the unit is not vacated on or before March 31, 2024, then starting April 1, 2024, 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 April 1, 2024.
4. The Tenants shall pay \$12,622.34 to the Landlord. This amount represents \$13,851.25 for arrears of rent up to March 31, 2024, plus \$186.00 application filing fee minus the \$1,350.00 rent deposit and \$64.91 interest accrued on the rent deposit.
5. The Tenants shall pay to the Landlord, \$12,622.34, as follows; -
  - \$100.00 on or before the 1st day of each month commencing April 1, 2024, through to and including September 1, 2024, and
  - \$22.34 on or before October 1, 2024.
6. If the Tenants do not pay the Landlord the amount owing in accordance with the payment schedule agreed upon by the parties, then on the day following the date of default, the full balance owing under paragraph 5 of this order shall become payable and the monies owing shall bear simple interest annually at the post-judgment interest rate determined under subsection 207(7) of the *Residential Tenancies Act, 2006*.

**March 27, 2024**  
**Date Issued**

  
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Eno Ubia  
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, 2024, 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.