



Order under Section 69 Residential Tenancies Act, 2006

Citation: Bongomin v Vincze, 2024 ONLTB 59995

Date: 2024-08-21

File Number: LTB-L-027816-24

In the matter of: UPPER LEVEL, 17 RENNY CRES
LONDON ON N6E2C4

Between: Charles Bongomin

And

Domenic Richard Vincze
Jessica Lee Ann Margret Coxen

I hereby certify this is a
true copy of an Order dated

August 21, 2024

Helen Giannini

Landlord and Tenant Board

Landlord

Tenant

Charles Bongomin (the 'Landlord') applied for an order to terminate the tenancy and evict Domenic Richard Vincze and Jessica Lee Ann Margret Coxen (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant in this decision's title of proceedings.

The application was scheduled to be heard by video conference on August 6, 2024. The Landlord, Charles Bongomin attended and was represented by Vengayi Kanyere. Pauline Akello, attended as another Landlord. The Tenant, Jessica Lee Ann Margret Coxen attended on behalf of herself and Domenic Richard Vincze. Prior to the hearing, the parties elected to participate in LTB facilitated mediation with the assistance of Helen Giannini, a Dispute Resolution Officer and Hearing Officer, with the Landlord and Tenant Board. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

The Parties agreed:

- a. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
- b. As of the hearing date, the Tenant was still in possession of the rental unit.
- c. This order is a non-voidable termination of this tenancy based on the parties mutual agreement to terminate the tenancy by September 30, 2024.
- d. The lawful rent is \$2,500.00. It is due on the 20th day of each month.

- e. Based on the Monthly rent, the daily rent/compensation is \$82.19. This amount is calculated as follows: $\$2,500.00 \times 12$, divided by 365 days.
- f. The rent arrears owing to July 20, 2024, are \$19,186.00, including the application filing fee.
- g. 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. The rent deposit will be applied to the rent for the period of August 20, 2024, to September 20, 2024, being the last rental period of the tenancy.
- h. The Tenant will pay a daily rate of \$82.19 for the period of September 20, 2024, to September 30, 2024.
- i. The Tenant will make a payment of \$2500.00 on August 20, 2024. Of this payment, \$821.19, will be applied to the rent for September 20 – 30, 2024, making it a payment of \$1678.91 towards the arrears.
- j. Payments toward the arrears will be sent by e-transfer to akepauline@yahoo.com

It is ordered on consent that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must vacate the unit no later than September 30, 2024.
2. If the unit is not vacated on or before September 30, 2024, then starting October 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 October 1, 2024.
4. The arrears outstanding to July 20, 2024, are \$19,186.00, including the application filing fee.
5. The Tenant shall also pay the Landlord compensation of \$82.19 per day for the use of the unit starting October 1, 2024, until the date the Tenant moves out of the unit.
6. The Tenant shall be charged a daily rate of \$82.19 for the period of September 20, 2024, to September 30, 2024. The Tenant shall make this payment of \$821.19 on August 20, 2024.
7. The Tenant shall pay to the Landlord the arrears amount set out in paragraph 4 in accordance with the following schedule:

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| <ul style="list-style-type: none">• August 20, 2024 - \$1678.81• September 20, 2024 - \$2500.00• \$600.00 each month, beginning on or before October 20, 2024, and recurring on or before the 20rd of each month, until the arrears are paid in full |
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8. If the Tenant does not vacate the rental unit on or before September 30, 2024, or fails to make any one of the payments in accordance with this order, the full balance of arrears owing in paragraph 4 of this decision becomes due and owing immediately and the Tenant will start to owe interest. This will be simple interest calculated at 7.00% annually on the balance outstanding.

August 21, 2024

Date Issued

Helen Giannini

Helen Giannini

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 April 1, 2025, 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.

