



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-023538-26

In the matter of: 516, 3330 DANFORTH AVE
SCARBOROUGH ON M1L4P9

Between: Toronto Seniors Housing Corporation Landlord

And

James Ashwell Mingo Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict James Ashwell Mingo (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

Toronto Seniors Housing Corporation (the 'Landlord') also applied for an order requiring James Ashwell Mingo (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

On June 12, 2026, the parties elected to participate in Board facilitated mediation through the Tribunals Ontario online dispute resolution portal with the assistance of Dispute Resolution Officer (DRO) Christine Leitch. The Landlord's Representative, Adam Fraccaro, and the Tenant's Representative, Gene Filice, participated in the mediation.

As a result of the mediation the parties requested a consent order and I am satisfied that the parties understand the consequences of their consent.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant, guests of the Tenant and/or occupants of the rental unit shall not flood the rental unit in any capacity at any time.

3. The Tenant, guests of the Tenant and/or occupants of the rental unit shall not leave water running and unattended within the rental unit at any time.
4. The Tenant shall pay to the Landlord \$13,288.64 for damages claimed in the Landlord's L2 application.
5. The amount set out in paragraph 4 shall be paid in accordance with the following schedule:
 - a) \$100.00 in full on or before the first day of each month beginning July 1, 2026 up to and including June 1, 2037; and
 - b) \$88.64 in full on or before July 1, 2037.
6. The terms set out in paragraphs 2 and 3 shall be in effect for a period of 133 months beginning July 1, 2026 up to and including July 1, 2037, or until the damages set out in paragraph 4 are paid in full, whichever occurs first.
7. If the Tenant fails to comply with the conditions set out in paragraphs 2 through 5 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
8. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
9. If the Tenant does not pay the Landlord the full amount owing in paragraph 7 on or before December 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 1, 2027 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Christine Leitch
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.