



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

File Number: LTB-L-026894-26

In the matter of: 1101, 171 LEES AVE
OTTAWA ON K1S5P3

Between: BONA BUILDING AND MANAGEMENT Landlord

And

ALPHA OUSMANE GUINDO Tenant
ABDRAHAMANE SANAGARE

BONA BUILDING AND MANAGEMENT (the 'Landlord') applied for an order to terminate the tenancy and evict ALPHA OUSMANE GUINDO and ABDRAHAMANE SANAGARE (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was scheduled to be heard on June 4, 2026, by video conference, at which time the parties decided to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer/Hearings Officer, Michelle Forrester.

The Landlord's Legal Representative, Joy Walters, the Landlord's Agent, Natasha Faulkner, and the Tenant, Alpha Ousmane Guindo, on behalf of both Tenants were present. Alpha Ousmane Guindo spoke to Duty Counsel prior to mediation.

As a result of the mediation the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent and I am satisfied that the parties understand the consequences of their consent.

Agreed facts:

1. The Landlord served the Tenant with a 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.
2. As of the hearing date, the Tenant was still in possession of the rental unit.

3. The lawful rent is \$1,661.84. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$54.64. This amount is calculated as follows: $\$1,661.84 \times 12$, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to June 30, 2026 are \$28,510.16.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,675.12 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.
9. Interest on the rent deposit, in the amount of \$22.36 is owing to the Tenant for the period from October 16, 2025 to June 4, 2026.
10. The parties mutually agreed to a non voidable order with an eviction date of July 15, 2026.
11. The parties mutually agreed that the total amount that the Tenant shall pay to the Landlord for any rent areas and cost of filing the application owing up to July 15, 2026 less the rent deposit and interest is \$26,927.79.

On consent of the parties, it is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before July 15, 2026.
2. As of the July 15, 2026, the Tenant owes the Landlord \$26,927.79.
3. If the Tenant fails to vacate the unit on or before July 15, 2026, the Tenant shall also pay the Landlord compensation of \$54.64 per day for the use of the unit starting June 16, 2026 to the date the Tenant moves out of the unit.
4. If the unit is not vacated on or before July 15, 2026, then starting July 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. 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 16, 2026.
6. The Tenants shall pay to the Landlord the amount set out in paragraph 2 above, in accordance with the following schedule:
 - a) The Tenants shall pay \$7,000.00 on or before July 15, 2026.
 - b) The Tenants shall pay \$1,668.93 for eleven (11) months on the first day of each month starting August 1, 2026 to June 1, 2027.
 - c) The Tenants shall pay \$1,569.56 on or before July 1, 2027.

7. If the Tenant does not pay the Landlord the amount owing under paragraph 2 above, on or before the agreed upon dates outlined in paragraph 6 above, the balance owing shall become payable on the day following the date of default. The monies owing shall bear interest at the post-judgment interest rate determined under subsection 207(7) of the Act.

June 23, 2026
Date Issued

Michelle Forrester
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 of the Tenant expires on January 16, 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 as the tenancy is terminated

Rent Owing To June 4, 2026	\$26,199.03
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	-\$1,675.12
Less the amount of the interest on the last month's rent deposit	-\$22.36
Total amount owing to the Landlord	\$24,687.55
Plus daily compensation owing for each day of occupation starting June 5, 2026	\$54.64 (per day)