



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-049727-25

In the matter of: 1704, 5 SOUDAN AVE
TORONTO ON M4S0B1

Between: Homease Property Management Inc. Landlord
o.b.o. Paula Litman

And

Samuel Crowder Tenant

Homease Property Management Inc. o.b.o. Paula Litman (the 'Landlord') applied for an order to terminate the tenancy and evict Samuel Crowder (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was scheduled to be heard by video conference on October 16, 2025.

Before the start of the hearing the Landlord's agent Nicholas Luna, the Landlord's legal representative Marian Lippa, the Tenant Samuel Crowder and the Tenant's legal Bhavin Bilimoria engaged in private settlement discussions and advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Diego Fernandez-Stoll provide assistance in finalizing the terms and issue an order on consent to resolve all matters raised in the application. Upon reviewing the terms of the consent with the parties, I was satisfied that the parties understood the terms and consequences of their consent.

The parties agreed:

1. The Landlord acknowledges the Tenant has a disability as defined by *Ontario's Human Rights Code*, and therefore an obligation to accommodate the Tenant's disability.
2. The Landlord agrees to waive the application filing fee if the Tenant complies with the terms of this agreement for the entire 15-month duration. If the Tenant breaches the conditions of this agreement the filing fee will become due and payable and will begin to accrue interest.

On consent, it is ordered that:

1. The tenancy between the Landlord and the Tenant continues if, for a period of 15 months, the Tenant meets the conditions set out below.
2. The Tenant shall not make excessive noise inside the rental unit that substantially interferes with the Landlord's lawful interests. "Excessive noise" shall be understood to mean noise that violates section 591-2.1 of the City of Toronto's Noise Bylaw.
3. The Tenant shall not harass property management staff by speaking loudly or inappropriately to them. Similarly, the Tenant shall only communicate with the Landlord by email, and his correspondences shall be respectful.
4. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlords 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.
5. If the Tenant breaches paragraph 3 of this order, the Landlord will notify and provide particulars of the alleged breach to the Tenant's case manager at Community Living York South, Yvonne Phung by email: Yphung@communitylivingyorksouth.ca or alternate case manager (if assigned) of the Tenant's alleged breach paragraph 3 of this Order.
6. If the Landlord provides the notification as noted in para 5, and the Tenant breaches the condition in paragraph 3 again at any time for the remainder of the 15-month duration 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.
7. If, the Tenant breaches the conditions set out in paragraphs 2 or 3, the \$186.00 application filing fee will become immediately due and payable by the Tenant to the Landlord.
8. If the Tenant fails to make any one of the payments in accordance with paragraph 7 of this order, the Tenant will start to owe interest. This will be simple interest calculated at a rate of 4.00% annually on the balance outstanding starting the day following the date of default.

January 15, 2026

Date Issued

Diego Fernandez-Stoll
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.