



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-081488-25

In the matter of: 703, 220 OAK ST
TORONTO ON M5A 2E1

Between: Toronto Community Housing Corporation Landlord

And

Michael Nugara Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Michael Nugara (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 willfully or negligently caused damage to the premises.

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

The Landlord also applied for an order requiring 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.

The parties engaged in settlement discussions during the online negotiation stage of the application after this application was adjourned on consent on January 27, 2026. The Legal Representative for the Landlord, Jathusan Ratnakumuran, Agent of the Landlord, Kelly Flemming, and the Tenant's Legal Representative, Samuel Mason, attended a zoom mediation on February 13, 2026. The parties agreed to resolve the issues in the Landlord's application and requested the LTB to issue a Consent Order confirming their agreement.

I was satisfied that the parties understood the consequences of the Consent.

Agreed Facts:

- a. The amount for damages claimed in the application has been paid by the Tenant.

On consent of the parties, it is ordered that:

1. For a period of 12 months from the date of this order, the tenancy will continue if the Tenant meets the terms below;
2. On or after April 1, 2026, the Landlord will schedule a deep clean for the rental unit;
3. Prior to the scheduled date of the deep clean, as per paragraph 2 above, the Tenant will have removed all biohazards from the rental unit *and* will have signed the deep clean consent;
4. If and when all biohazards are not removed from the rental unit prior to the scheduled deep clean *and* if the Tenant has not signed the deep clean consent, then the full deep clean shall become the responsibility of the Tenant;
5. The Tenant shall maintain the rental unit in an ordinary state of cleanliness;
6. The Tenant shall clean the floors of the rental unit on a semi-regular basis;
7. All notices of entry shall also be provided, via email, to the Tenant's support worker;
8. Provided all notices of entry are given to the Tenant as per the RTA *and* emailed to the Tenant's support worker, then the Tenant will not deny the Landlord entry to the rental unit;
9. The Landlord shall waive the \$186.00 application filing fee;
10. If there is a breach to any of the terms of this Order, then the Landlord shall inform, via email, the Tenant's support worker and the Landlord shall provide the Tenant with a fourteen (14) day remedy period prior to filing the L4.
11. **If the Tenant fails to meet any of the terms in this Order *and* the Landlord has notified the Tenant's support worker *and* provided the Tenant with a fourteen (14) day remedy period, then the Landlord may apply under section 78 of the Residential Tenancies Act, without notice to the Tenant, for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's failure to meet this term.**

February 19, 2026
Date Issued

Susan Parsons
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.