



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-106839-25

LTB-T-076013-25

In the matter of: 28 CUMBERLAND ST
BARRIE ON L4N2P4

Between: PAUL STAINER Landlord

And

Nicholas Bowman Tenants
Tara Craftchick

LTB-L-106839-25 – L2 Application

PAUL STAINER (the 'Landlord') applied for an order to terminate the tenancy and evict Nicholas Bowman and Tara Craftchick (the 'Tenants') because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants and because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has wilfully or negligently caused damage to the premises

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

PAUL STAINER (the 'Landlord') also applied for an order requiring Nicholas Bowman and Tara Craftchick (the 'Tenants') 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 Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

PAUL STAINER (the 'Landlord') also applied for an order requiring Nicholas Bowman and Tara Craftchick (the 'Tenants') to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenants's conduct or that of another occupant of the rental unit or someone the Tenants permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

LTB-T-076013-25 – T2/T6 Application

TARA LYNN CRAFTCHICK and NICK BOWMAN (the 'Tenants') applied for an order determining that PAUL STAINER (the 'Landlord') entered the rental unit illegally, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member

of their household, harassed, obstructed, coerced, threatened or interfered with the Tenants and withheld or interfered with their vital services or care services and meals in a care home.

Mediation was held on February 18, 2026. The following parties participated in the mediation: The Landlord's representative, Ali Golabgir, the Landlord, Paul Stainer, and the Tenants, Nicholas Bowman and Tara Craftchick.

The parties consented to the following order. I was satisfied that the parties understood the consequences of their consent.

Agreed Facts:

1. Both parties agree that all future communication as of the hearing date will be made via text message or email, and not via telephone.

On consent of the parties, it is ordered that:

1. The Landlord's application for eviction of the Tenants is resolved on the condition that:
 - (a) For the period commencing February 18, 2026 to February 17, 2027 inclusive, the Tenants, the Tenants' guests or occupants of the unit shall not use profanity, make threats, or attend the Landlord's personal residence.
 - (b) For the period commencing February 18, 2026 to February 17, 2027 inclusive, the Tenants, the Tenants' guests or occupants of the unit shall not renovate the rental unit without written consent from the Landlord.
2. If the Tenants fail to comply with the conditions set out in paragraph 1 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 Tenants. 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 Tenants.
3. On or before the final day of the Tenancy, the Tenants shall remove the tree house in the backyard, the toolshed in the backyard, the hot tub and gravel pit, and return the countertops in the laundry room back to their original state.
4. If the Tenants do not do what is required in paragraph 3, then on or before the final day of the tenancy, Tenants shall pay to the Landlord the sum of \$7,750.00 which represents the reasonable out-of-pocket expenses the Landlord will incur as a result of damage in the rental unit.
5. If the payment in paragraph 4 comes due, and if the Tenantss fail to make the payment in accordance with paragraph 4 this order, the outstanding balance to be paid by the Tenantss to the Landlord shall become payable on the day following the date of default.

The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Residential Tenancies Act, 2006. The Landlord has the right to collect the balance outstanding under this Order.

6. This Order on Consent is in full and final settlement of both the L2 application and the T2/T6 application, as well as all issues related to the tenancy as of the date of this hearing.

February 20, 2026
Date Issued

Ryan Gacnik
Hearings Officer, Landlord and Tenants 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.