



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-044758-25

In the matter of: 305, 967 PHARMACY AVE
SCARBOROUGH ON M1R5H4

Between: Wilmar Heights United Church Non-Profit Homes Landlord

And

Jiuseppe Nucci Tenant

Wilmar Heights United Church Non-Profit Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Jiuseppe Nucci (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 or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.
- 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.

Wilmar Heights United Church Non-Profit Homes (the 'Landlord') also applied for an order requiring Jiuseppe Nucci (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 willfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

The parties attended a hearing on March 18, 2026, by video conference, to which the parties elected to participate in Board facilitated mediation with the assistance of Dispute Resolution Officer (DRO) Roxanne Theriault.

The Landlord's Legal Representative, Sara Matthew, the Landlord's Agent, Kim Green, the Tenant's Legal Representative, Michael Kippel and the Tenant were present.

As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and 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.

For the duration of the tenancy, the Tenant shall:

- a. The Tenant shall not enter the Landlord's office. The Tenant shall give any complaints or requests to the Landlord by phone during regular business hours, using the drop box located outside of the Landlord's office or via email to wilmarsafety@gmail.com, unless there is a flood or natural disaster within the Rental Unit.
- b. The Tenant shall refrain from engaging in any direct contact with the Landlord's staff on the residential complex except for any necessary or incidental contact that may arise as a result of their duties as employees.
- c. The Tenant shall not allow their dog(s) or their guest(s) dog(s) to come in contact with any other tenant, guest, occupant, or staff member, or their pet(s) and shall ensure the dog(s) are leashed at all times on the residential complex.
- d. The Tenant, their guest(s), or occupant(s), shall refrain from excessive noise in the rental unit, common areas, or within the residential complex, specifically but not limited to yelling, whistling at a high pitch, screaming, music, power tools, banging, throwing objects, and stomping noises.
- e. The Tenant, their guest(s), or occupant(s), shall not engage in loud and aggressive behaviour towards his guest(s), occupant(s), other tenants, and/or staff members.
- f. The Tenant shall not negligently and/or wilfully damage the rental unit and/or residential complex.
- g. The Tenant shall not attempt or perform repairs, replacements, and/or maintenance in the rental unit or residential complex.
- h. The Tenant shall allow the Landlord to perform inspections of the rental unit every other month beginning April 15, 2026, upon receiving a 24-hour written notice.
- i. The Tenant shall not permit unauthorized occupant(s) to reside in the rental unit without prior written consent of the Landlord, pursuant to part 4 of the lease agreement, which states, "*Guests are not permitted to stay longer than 14 days without our written consent. If you fail to report long-term guests to us in writing, you may lose your subsidy*".
- j. The Tenant shall not yell, swear at, threaten or make inappropriate comments to the other tenants, guests, occupants or staff members.

- k. The Tenant shall not physically pursue, behave in an aggressive manner, or act in any manner intended to harass or intimidate the other tenants, guests, occupants, or staff members.
2. If the Tenant fails to comply with the conditions set out in 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 giving notice to the Tenant.

April 10, 2026
Date Issued

Roxanne Theriault
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.