



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-099927-25

In the matter of: 293 GEER TERR
NEWMARKET ON L3Y8K5

Between: Birch Housing (Inter Faith Homes Corporations) Landlord

And

Nicolas Andre Bullard Tenants
Princess Andrea Manalac

Birch Housing (Inter Faith Homes Corporations) (the 'Landlord') applied for an order to terminate the tenancy and evict Nicolas Andre Bullard and Princess Andrea Manalac (the 'Tenants') because:

- the Tenants did not pay the rent that the Tenants owe (L1 Application); and
- 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 tenant (L2 Application).

The Landlord also claimed compensation for each day the Tenants remained in the unit after the termination date. The Landlord also claimed charges related to NSF cheques

The application was scheduled to be heard by video conference on March 24, 2026.

Before the start of the hearing the Landlord's agent Sean Pugh, the Landlord's legal representative Hunter Stone and the Tenant Nicolas Andre Bullard, on behalf of both Tenants, 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 that:

1. The N5 served by Landlord was intended to claim substantial interference due to unpaid utilities.
2. The total amount of arrears of rent owing up to March 31, 2026, including NSF charges and the application filing fee are \$25,657.00 (\$25,451.00 + \$20.00 + \$186.00).
3. The total arrears of utilities owing up to the date of hearing are \$2,107.14
4. The total amount payable by the Tenants is \$27,764.14, which will be repaid by way of payment plan that sees the Tenants make total monthly payments each in the amount of \$771.78 (\$713.23 to arrears of rent and \$58.55 to arrears of utilities) on the 20th of each month for 35 months and final payment of \$751.84 (\$693.95 to arrears of rent and \$57.89 to arrears of utilities) on the 36th month.

It is ordered on consent that:

L1 Application

1. The Tenant shall pay to the Landlord \$25,657.00 for arrears of rent to March 31, 2026, NSF charges and costs.
2. The Tenants shall pay to the Landlord the amount in paragraph 1 in accordance with the following schedule.
 - a) Starting on April 20, 2026, and continuing on or before the 20th day of each month thereafter for a total of 35 months, the Tenants will make equal monthly payments each in the amount of \$713.23.
 - b) The Tenants will then make a final payment in the amount of \$693.95 on or before March 20, 2029
3. The Tenants shall also pay to the Landlord the monthly rent that will become due for April 2026 in full on or before **April 20, 2026**.
4. The Tenants shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period **May 1, 2026**, through to and including **March 1, 2029**, or until the arrears are paid in full, whichever date is earliest.
5. If the Tenants fail to make any one of the payments in accordance with paragraphs 2, 3 or 4 of this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenants to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenants, apply to the LTB within 30 days of the Tenants' breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenants and requiring that the Tenants pay any new arrears, NSF fees and related charges that became owing after **March 31, 2026**.

L2 Application

6. The Tenants shall also pay to the Landlord the amount of \$2,107.14 for arrears of utilities owing up to the hearing, in accordance with the following schedule.
 - a) Starting on or before April 20, 2026, and continuing on or before the 20th of each month thereafter for a total of 35 months, the Tenants will make equal monthly payments each in the amount of \$58.55.
 - b) The Tenants will then make a final payment in the amount of \$57.89 on or before March 20, 2029.
7. For a period of 12 months, starting on the hearing date, the Tenants shall ensure that all utility accounts are kept in good standing in order to prevent any charges being applied to the Landlord's property tax account.
8. If the Landlord receives notice that unpaid utility charges will be applied to the Landlord's property tax account, the Landlord will immediately provide the notice to the Tenants.
9. Upon receiving the notice from the Landlord, the Tenants will pay to the Landlord the full amount of charges to be applied to the Landlord's property tax account within 7 days of receipt.
10. If the Tenants fail to comply with the conditions set out in paragraph 6 or 9 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.

April 16, 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.