



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-033198-26

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 did not meet a condition specified in the order issued by the LTB on April 10, 2026, with respect to application LTB-L-044758-25.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.

2. I find that the Tenant has not met the following conditions specified in the order:

The Tenant failed to refrain from engaging in any direct contact with the Landlord's staff on the residential complex.

The Tenant failed to ensure their dog was always leashed on the residential complex.

The Tenant failed to refrain from engaging in loud and aggressive behaviour towards his guest(s), occupant(s), other tenants, and/or staff members.

The Tenant failed to refrain from threatening or making inappropriate comments to the staff members.

The Tenant failed to refrain from physically pursuing, behaving in an aggressive manner, or acting in any manner intended to harass or intimidate the other tenants, guests, occupants, or staff members.

The Tenant failed to refrain from excessive noise in the rental unit.

3. The Landlord alleges since the last hearing held on March 18, 2026, the Tenant has breached the conditions set out in the prior order LTB-L-044758-25 as follows:

- On March 18, 2026 at approximately 9:40 am, the tenant threatened one of the Landlord's staff members in the hallway outside the rental unit. The Tenant said to the staff member "I'm taking you guys to court and I'm filing a T6. I know you're the one that tells her everything so you can go back and tell her I'm filing a T6. You guys better watch out";
- On March 18, 2026 at approximately 10:30 am, the Tenant was playing loud music inside the rental unit which was heard in the Staff office, two floors below;
- On March 18, 2026, at approximately 12:45 p.m., the Tenant entered the residential complex through the front door, looked directly at a Staff member, and began singing "It's not over";
- On March 19, 2026, at 7:42 am, the Tenant permitted their dog to be off leash in the parking lot of the Residential Complex;
- On March 20, 2026 at approximately 11:50 am, the Tenant was playing music at a high volume inside the rental unit;
- On April 1, 2026, at 9:40 am., the Tenant and the Dog exited the residential complex. The Dog was off-leash, unsupervised, and ran throughout the parking lot;
- On April 6, 2026, at 7:50 am, the Tenant propped the back door of the residential complex open with a nail and let the Dog run off leash in the parking lot. The Tenant was loudly yelling at the Dog;
- On April 9, 2026, at 4:30 pm, the Tenant walked into the laundry room and removed a broom to clean a spill in the mail room. After the Tenant finished cleaning, the Staff overheard him loudly whistling and singing "I'm goona play my music as loud as I want" as he proceeded up the stairs. Several minutes later, the Staff overheard loud music coming from the rental unit;
- On April 10, 2026, at 7:40 am, the Tenant was standing outside of the residential complex whistling at a high pitch and yelling at another person. The Tenant's behaviour interfered with the other tenant's sleep; and
- On April 11, 2026, a staff member received a phone call from another tenant (the "Complainant"), advising that the Tenant was locked out of the rental unit. At approximately 8:00 a.m., two staff members attended the rental unit

and unlocked the door. When the staff members advised the Tenant the door had been unlocked, the tenant said to them “You wanna get messed up?” and also said to one of the staff members “How degrading of you to make me wait two hours,” followed by a further threat, stating, “I will mess you up”.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before May 1, 2026.
2. If the unit is not vacated on or before May 1, 2026, then starting May 2, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 2, 2026.

April 20, 2026
Date Issued

Kimbelry Parish
Vice Chair, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until April 30, 2026, to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the Tenant files the motion by April 30, 2026, the order will be stayed and the LTB will schedule a hearing.

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 2, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.