



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-004361-26-SA

In the matter of: 405, 25 DEVERILL CRT
MARKHAM ON L6G0C7

Between: East Markham Non-Profit Homes Landlord

And

Sonya Bunjevcevic Tenants
Brian James

East Markham Non-Profit Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Sonya Bunjevcevic and Brian James (the 'Tenants') because the Tenants did not meet a condition specified in the order issued by the LTB on August 25, 2025 with respect to application LTB-L-032642-25.

The Landlord's application was resolved by order LTB-L-004361-26, issued on January 21, 2026. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-004361-26.

This motion was heard by videoconference on May 11, 2026.

The Landlord's agent, David McFarlane, the Landlord's legal representative, Mark Ciobotaru, the Tenants, and the Tenants' legal representative, Steven Li, attended the hearing.

The parties before the Board consented to the following order.

Agreed Upon Facts:

1. The Landlord consents to the motion to set aside.

2. The parties agree to continue the terms of the consent agreement in file LTB-L-032642-25 dated August 25, 2025 with three additional undertakings as follows:
 1. The Tenants agree to re-enter the housing portal.
 2. The Tenants agree to provide, or have an agent provide, monthly updates to the Landlord on the rehousing process.
 3. The Tenants will maintain a real and genuine interest in the rehousing process.

On consent it is ordered that:

1. The motion to set aside Order LTB-L-004361-26, issued on January 21, 2026, is granted.
2. Order LTB-L-004361-26, issued on January 21, 2026, is set aside and cannot be enforced.
3. The previous order issued on August 25, 2025 with respect to LTB-L-032642-25 is amended as follows:
 1. The Landlord's application for eviction of the Tenants is resolved on the condition that:
 - a) For the duration of the tenancy, the Tenants, the Tenants' guests or occupants of the unit shall not allow Richard Pridhm to enter their unit as a guest or otherwise;
 - b) For the duration of the tenancy, the Tenants, the Tenants' guests or other occupants of the rental unit shall ensure that their dog is kept on a leash at all times in common arears at the residential complex and pick up and dispose of all dog feces;
 - c) For the duration of the tenancy, the Tenants, the Tenants' guests or other occupants of the rental unit shall not engage in aggressive or demeaning behaviour toward any person at the residential complex including but not limited to unprovoked yelling of profanities or acting in a threatening was toward individuals at the residential complex;
 - d) For the duration of the tenancy, the Tenants will inform the Landlord of any pest issues, and will prepare the unit in accordance with the instructions provided by pest control companies;
 - e) For the duration of the tenancy, the Tenants, the Tenants' guests or other occupants of the rental unit shall not vandalize the residential complex;
 2. The parties undertake the following:
 1. The Tenants agree to re-enter the housing portal.
 2. The Tenants agree to provide, or have an agent provide, monthly updates to the Landlord on the rehousing process.

3. The Tenants will maintain a real and genuine interest in the rehousing process.

May 19, 2026
Date Issued

Dawn Carr
Member, 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.