



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

File Number: LTB-L-045678-25-SA

In the matter of: 413, 121 KENDLETON DR
ETOBICOKE ON M9V1V3

Between: Toronto Community Housing Corporation Landlord

And

Jeannette King Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jeannette King (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on January 22, 2025 with respect to application LTB-L-041626-24-SA.

The Landlord's application was resolved by order LTB-L-045678-25, issued on June 11, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-045678-25.

This motion was heard by videoconference on September 23, 2025. The Landlord's legal representative John Edlund, the Tenant and the Tenant's legal representative Yodit Edemariam attended the hearing.

Determinations:

Preliminary:

1. The prior order issued on January 22, 2025, was a consent order which ordered the Tenant to comply with the following terms:
 - The Tenant to not engage in illegal acts in the rental unit and/or residential complex, specifically assault, attempted assault, and physical altercations.
 - For the Tenant will remove pigeon droppings in the rental unit by January 30, 2025, and to maintain the unit in a state of ordinary cleanliness.
 - For the Tenant to remove excess clutter from the rental unit and that the unit entrance and exits will be kept clear and accessible, and for the Tenant to maintain the unit in a state of ordinary cleanliness.

- The Tenant to not unreasonably refuse entry to the Landlord or their agents where appropriate 24-hour notice has been given.
2. In addition to the terms ordered above, the prior order also requires the Landlord to not file an L4 application with the LTB unless the Tenant breaches the order three times and further requires the Landlord to put the Tenant's representative (Rexdale Community Legal Clinic) on notice of the first two breaches and then require the Landlord to re-inspect the unit within two weeks of the third breach prior to filing an application with the Board for an alleged breach.
 3. The Landlord's L4 application was filed on June 3, 2025 and alleges the following breaches of the prior order:
 - The Tenant refused entry to the unit on January 21, 2025
 - The Tenant failed to remove pigeon droppings from the rental unit on or before January 30, 2025.
 - The Tenant refused entry to the rental unit on March 3, 2025
 - The Tenant refused entry to the rental unit on April 8, 2025.
 - The Tenant refused entry to the rental unit on May 14, 2025.
 4. In accordance with subsection 78(5) of the Act, the Board can only consider an alleged breach of the prior order from May 3, 2025, as this is no more than 30 days prior to the Landlord filing their L4 application. As such, the Board only has jurisdiction to consider the alleged breach for the May 14, 2025 incident.
 5. Despite the several breaches alleged in the Landlord's application, the ex-parte order issued on June 11, 2025, only refers to the alleged breach plead on January 30, 2025.
 6. Neither party requested a review or amendment of the June 11, 2025, ex-parte order.
 7. After hearing submissions from the parties at the hearing, I find that it would be unfair to simply grant the Tenant's motion because of the error in the June 11, 2025 ex-parte order. Rather, I find it appropriate to hear the merits of the Landlord's application and make a finding with respect to the alleged breaches plead on the application and that are within the Board's jurisdiction and make a finding as to whether or not it would be appropriate to grant relief pursuant to subsection 78(11)(b) of the Act.

The Breach:

8. As stated above, the only alleged breach that is within the Board's jurisdiction to consider is whether the Tenant refused entry to the rental unit on May 14, 2025.
9. At the hearing the Tenant and their representative conceded to this breach and as such, the only issue for the Board to consider is whether it would be unfair in all of the circumstances to set aside the June 11, 2025 order.

The Surrounding Circumstances:

10. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-045678-25.
11. The Tenant testified at the hearing that she refused the Landlord's pest control contractors entry to the rental unit because she was concerned with the chemicals that they were using to treat the rental unit as she believed this would impact the health of her pet parrots.
12. The Tenant presented no evidence at the hearing to confirm that the Landlord's pest control contractors were using harmful chemicals to her pets or that there was any health care accommodations required for these services.
13. The Tenant was advised at the hearing that the conduct was not acceptable and confirmed that she would not refuse access to the Landlord or their agents going forward.
14. The Landlord had no witnesses present at the hearing, but their representative confirmed that since the breach from the May 14, 2025 incident, that there have been no subsequent refusals of entry.
15. The parties further agreed that the Landlord's staff conducted an inspection of the rental unit on August 25, 2025 and that the Tenant did not refuse or interfere with the entry to the unit.
16. The Tenant is 61 years old and receives her income through ODSP. The Tenant further stated that she suffers from several physical and mental health concerns.
17. Based on the evidence and submissions before the Board, I find that it would not be unfair to grant the Tenant's motion and allow another opportunity for the Tenant to preserve her tenancy by way of a conditional order. Although the Landlord has proven a breach of the prior order on this current L4 application, the breach is an isolated one and does not suggest that there was substantial prejudice to the Landlord. The Tenant is cautioned however that further breaches may result in the Board refusing to grant further relief from eviction.

Amending Prior Order:

18. Although the motion is being granted, I find that it would not be unfair and appropriate in the circumstances to amend the prior order pursuant to subsection 78(12) of the Act, which states that "On an order under clause (11) (b), the Board may amend a settlement agreed to under section 194 or an order made with respect to the previous application if it considers it appropriate to do so".
19. In my view, the prior order issued on January 22, 2025, needs to be amended to ensure fairness to the Landlord and to properly hold the Tenant accountable for their actions.
20. The prior order as written requires the Tenant to breach at least three times before the Landlord can take the appropriate action with the Board. The problem with this is that an L4 application under section 78 of the Act has a 30-day limitation period from the date of the alleged breaches.

21. The prior order as written essentially makes it unlikely for the Landlord to fully assert their rights under the Act with respect to the Tenant breaching the consent terms.
22. The Tenant has already been put on notice on more than one occasion that the plead conduct is not acceptable and therefore, should not be given an opportunity to commit further breaches without the appropriate consequence.
23. As such, the prior order will be amended to remove the provisions requiring the Landlord to put the Tenant's representative on notice of an alleged breach and further to not require the Landlord to wait until a third breach is committed before filing an application pursuant to section 78 of the Act. The Tenant will still untimely reserve their rights pursuant to subsection 78(9) of the Act to bring a motion to set aside any future ex-parte orders issued as a result of an alleged breach.
24. This Order contains all the reasons for this matter. No further reasons will issue.

It is ordered that:

1. The motion to set aside Order LTB-L-045678-25, issued on June 11, 2025, is granted. The order is set aside and cannot be enforced.
2. The previous order issued on January 22, 2025 with respect to LTB-L-041626-24-SA is amended as follows.
3. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below for a period of one-year commencing the date of this order
 - a) Upon receipt of lawful notice of entry, the Tenant shall not refuse the Landlord and/or their agents' entry to the rental unit.
 - b) On or before January 31, 2026, the Tenant shall bring and maintain the rental unit in an ordinary state of cleanliness, free of excessive clutter, animal droppings and/or waste.
 - c) The Tenant to not engage in illegal acts in the rental unit and/or residential complex, specifically assault, attempted assault, and physical altercations.
4. If the Tenant fails to comply with the conditions set out in paragraph 3 of this order, the Landlords 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 notice to the Tenant.

January 8, 2026
Date Issued

Fabio Quattrociocchi
Member, Landlord and Tenant Board

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