



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

Citation: St. Clare's Multifaith Housing Society v Fedor, 2026 ONLTB 6743

Date: 2026-01-23

File Number: LTB-L-102839-25-SA

In the matter of: 412B, 877 YONGE ST
TORONTO ON M4W3M2

Between: St. Clare's Multifaith Housing Society Landlord

And

Zoltan Fedor Tenant

St. Clare's Multifaith Housing Society (the 'Landlord') applied for an order to terminate the tenancy and evict Zoltan Fedor (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 30, 2025 with respect to application LTB-L-063157-24.

The Landlord's application was resolved by order LTB-L-102839-25, issued on December 11, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-102839-25.

This motion was heard by videoconference on January 14, 2026.

The Landlord's legal representative, Sana Hayat, the Landlord's agent, Ten Yoon, and the Tenant attended the hearing. The Tenant's support persons, Fatimah Al-Maqdisy and Jim Willis were also in attendance. The Landlord's witnesses, Michelle Brown and Chris Harris also attended the hearing.

Determinations:

Background

1. The Landlord filed an L2 application based on an N5 and N7 Notice of Termination because the Tenant substantially interfered with the reasonable enjoyment or lawful right, privilege, or interest of the Landlord or another Tenant and because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex seriously impaired the safety of any person and the act or omission occurred in the

residential complex. The matter was resolved by consent order issued on January 30, 2025.

2. The January 30, 2025, order included the following conditions, in part:

[1] The Tenant and/or their guests or occupants of their unit will not substantially interfere with the reasonable enjoyment of the premises by another tenant or by the Landlord, and will not substantially interfere with another lawful right, privilege or interest of the landlord or another tenant

[2] The Tenant and/or their guests or occupants of their unit will not seriously impair the safety of any person on the residential complex.

[3] Without restricting the generality of the foregoing,

(i) The Tenant will not behave aggressively with, harass, yell at, or swear at Landlord staff or contractors.

(ii) The Tenant will not make any threats against Landlord staff or contractors.

(iii) The Tenant will not directly contact or communicate with Landlord staff and contractors either in-person or by telephone.

(iv) Any Tenant written communication with Landlord staff and contractors must be respectful, non-harassing and non-threatening.

(v) The Tenant will not bang on the door or windows of the Management Office. (vi) The Tenant understands that he is trespassed from the Management Office at 877 Yonge Street until further notice and shall not to attend at the Management Office

3. On December 5, 2025, the Landlord filed an application with the Board to terminate the tenancy because the Landlord alleges that the Tenant failed to comply with conditions in the January 30, 2025, order.

4. On December 11, 2025, the Board issued order LTB-L-102839-25 without a hearing being held. The order terminated the tenancy effective December 22, 2025. The order states that the Tenant behaved aggressively with the Landlord.

5. On December 17, 2025, the Tenant filed a motion to set aside order LTB-L-102839-25 issued December 11, 2025.

The Breach

6. On November 7, 2025, the Tenant is alleged to have acted in an aggressive manner towards the Landlord's staff by yelling loudly and swearing. It was alleged that the Tenant was displeased that the Landlord's maintenance staff did not immediately respond to an

issue of his door lock being broken. The Tenant is further alleged to have continued yelling down the hall creating an escalation that disturbed all residents on the floor.

7. The Landlord's witness Michelle Brown (M.B.) testified that she is the Community Partnership Coordinator (CPC) who works alongside another CPC to help oversee supports for tenants. M.B. stated she was present during the entire interaction with the Tenant on November 7, 2025.
8. M.B. testified that the Tenant came down to what they call the "fishbowl" area which is where the Landlord's business offices are located. M.B. stated she heard the Tenant yelling loudly because as he was trying to exit his unit, the cylinder to his door lock broke and the Tenant was demanding that it be fixed immediately. M.B. explained that she tried to tell the Tenant they had no maintenance staff available immediately to attend the Tenant's unit but due to the Tenant's rapidly increasing agitation, she was able to contact someone on the maintenance team to attend the Tenant's unit with her to investigate the repair.
9. M.B. testified she contacted the Tenant's support worker, Fatimah Al-Maqdisy (F.A), but that F.A. was unable to attend at the unit to assist. M.B. stated she kept F.A. on speaker phone to try and assist with possible de-escalation of the Tenant if required. M.B. testified that when she attended the unit with the maintenance worker the Tenant was very angry, confrontational and aggressive. M.B. testified that the Tenant yelled and swore at her, the maintenance worker, and his support worker. M.B. stated because she felt the interaction with the Tenant was not safe for anyone, she ended the call with the Tenant's support worker and left the Tenant's unit. M.B. stated the Tenant continued to yell and use obscenities while walking down the hallway at which point another tenant opened their door and expressed fear for M.B.'s safety.
10. The Landlord's witness Chris Harris (C.H.) testified that he is a CPC for the Landlord. C.H. stated he was present when the Tenant initially came down to the fishbowl area yelling about his lock being broken and demanding that maintenance attend immediately. C.H. stated the Tenant's behaviour created a major disruption in the office of the CPC workers and that the Tenant was yelling obscenities at multiple staff. C.H. stated the Tenant did not submit a maintenance request as is required and immediately escalated the situation by behaving aggressively.
11. The Tenant does not deny that he attended the Landlord's management office on November 7, 2025, due to his lock being broken. The Tenant stated he needed it fixed right away because of the safety issue and because he had to leave his unit and could not wait until a maintenance worker might be available. The Tenant testified that he was not yelling but admits to speaking in a loud voice. The Tenant also admitted using profanities but that the profanities were just generally used and not directed personally at any employees.
12. Based on the evidence and testimony before me, I am satisfied that the Tenant breached the January 30, 2025, order by acting in an aggressive manner, yelling, and swearing at employees of the Landlord. I find the Tenant's explanation of the events that took place on

November 7, 2025, to be a distinction without a difference. It is clear from the testimony of the Landlord's witnesses that they personally felt threatened by the Tenant's actions.

Relief from Eviction

13. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on January 30, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
14. The Landlord's legal representative submitted that the Landlord offers alternative housing. The Landlord's model is supporting tenants with independent living and the Landlord relies heavily on their CPC workers to achieve success. The Landlord's legal representative further submits that the Landlord has consistently tried to accommodate this Tenant and has tried to provide support through the Tenant's personal support team to preserve his tenancy.
15. M.B. testified that the "no contact" tool provided to the Tenant in the order of January 30, 2025, was an eviction prevention tool and that despite this measure, the Tenant is still approaching the Landlord's office area. The Tenant claimed that his support workers are often unavailable and do not attend to his needs necessitating attendances to the Landlord's office area.
16. In *Walmer Developments v. Wolch*, 2003 CanLII 42163, ('*Walmer*') the Divisional Court says that the Tribunal must interpret and apply the provisions of the *Human Rights Code* ('the *Code*') to the matters that are before us.
17. Pursuant to s.(1) of the *Code*, housing is considered a service or facility to which the *Code* applies. Section 2(1) specifies that persons who may fall under the *Code* have the right to accommodation. Where the *Code* is engaged, because there is a correlation between the *Code*-protected ground and the reasons for termination of the tenancy, the Landlord then bears the onus of demonstrating that they have accommodated the Tenant to the point of undue hardship. I find, based on the evidence and testimony before me, that there is a correlation between the Tenant's behaviour and a disability which led to the Landlord's application.
18. When considering whether the Landlord has accommodated the Tenant to the point of undue hardship, the Board must consider what steps the Landlord has taken. In this situation, the Landlord consented to terms which would allow the Tenant an opportunity to preserve his tenancy. The Tenant also benefits from having CPC workers which work together with his personal support system to preserve the tenancy.
19. In *Reisher v Westdale Properties*, 2023 ONSC 1817, the Divisional Court found that In determining whether allowing a tenancy to continue will result in undue hardship, the LTB may consider the impact of the tenant's conduct on other tenants, because: (1) other tenants share the responsibility for accommodating the needs of the tenant; and (2) the landlord, as the person responsible for accommodating those needs, suffers undue

hardship as a result of the inability to provide the other tenants with quiet enjoyment.

20. It is clear from the evidence that the Tenant has substantially interfered with the reasonable enjoyment of other tenants and staff in the complex and interfered with a lawful right, privilege, or interest of the Landlord when the Tenant breached the January 30, 2025, order. However, it is not clear how the Landlord could provide further accommodations to the Tenant as he is either unable or unwilling to accept responsibility for his behaviour.
21. In *Connelly v Mary Lambert Swale Non-Profit Homes*, [2007] OJ No. 4765 (ON SCDC), the Divisional Court states that it must be possible to preserve the essence of a tenancy through accommodation. The *Code* will not prevent eviction where the tenancy is untenable, even with accommodation.
22. The Ontario Human Rights Commission's 2016 report "Policy on ableism and discrimination based on disability", states in-part:

"There may be limited circumstances where a measure identified as a potential accommodation, that would not otherwise constitute an undue hardship based on cost and health and safety, is still not required. This is because the measure would fundamentally alter the nature of the employment, housing, service, contract, etc., or because it would still not allow the person to "fulfill the essential duties attending the exercise of the right." [...] This may be the case even after the organization has been inclusively designed, barriers to participation have been removed, and accommodation options examined. Or, after accommodation has been tried and exhausted, there may be no further accommodation available that will help the person to complete the essential requirements of the housing, services, employment, etc. In such instances, the organization may have fulfilled its duty to accommodate."

23. I am satisfied, having considered the totality of the evidence and the submissions of the parties that there is no reasonable accommodation which the Landlord can provide as the tenancy is untenable. Based on my observations of the Tenant during his testimony and considering the testimony of the Landlord's witnesses, it is clear that the Tenant struggles with impulse control. Given that the Tenant cannot or will not accept responsibility for his behaviour, I am satisfied that the Landlord has met its obligation to accommodate to the point of undue hardship.
24. Given all of the above, and after considering all of the circumstances, I find it would be unfair to set aside the eviction order. The Tenant is either unwilling or unable to abide by conditions within a Board order. The Landlord has already made attempts to accommodate this Tenant, but it is clear he cannot abide by the terms of that agreement.

Lifting the Stay

25. As I am satisfied that the Tenants' motion should be denied, the next issue before me is when to lift the stay of the eviction order.

26. The Landlord submits they are willing to give the Tenant 30 days prior to lifting the stay because of his personal circumstances.
27. The Tenant's support workers, Fatimah Al-Maqdisy and Jim Willis, both provided input on the Tenant's housing challenges. Ms. Al-Maqdisy stated that the Tenant may not be able to rely on the temporary housing options and/or warming shelters in Toronto as all are at capacity. Additionally, the Tenant has multiple belongings that would have to be stored, and the Tenant has no means to do so. The Tenant has an elderly cat that would need care as well.
28. Given the Tenant's difficulty in being re-housed, the shortage of temporary shelters and warming centers and taking into consideration the Tenant's support persons' testimony of efforts they will undertake to find the Tenant suitable accommodations, I find the stay should be lifted on March 31, 2026, to provide the Tenant as much time as possible to find alternate accommodations.

It is ordered that:

1. The motion to set aside Order LTB-L-102839-25, issued on December 11, 2025, is denied.
2. The stay of order LTB-L-102839-25 is lifted March 31, 2025.

January 23, 2026
Date Issued

Melissa Anjema
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.