



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

Citation: Neighbours Community Homes v Moore, 2026 ONLTB 5650

Date: 2026-01-28

File Number: LTB-L-062666-25-SA

In the matter of: 112-110, 1245 KING ST W
TORONTO ON M6K1G3

Between: Neighbours Community Homes Landlord

And

Amaala Moore Tenant

Neighbours Community Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Amaala Moore (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on May 9, 2025 with respect to application LTB-L-001620-25.

The Landlord's application was resolved by order LTB-L-062666-25, issued on August 6, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-062666-25.

This motion was heard by videoconference over three hearing dates on September 8, 2025, November 7, 2025 and November 14, 2025.

The Landlord's Agent, Mandy Nyarko ("Ms. Nyarko"), the Landlord's Witness, Athanasia Stefaf ("Ms. Stefaf"), and the Tenant's Legal Representative, Gigi Yang, attended all three hearing dates.

The Tenant and the Landlord's Witness' Support Person, Geoffrey Clarke, attended the hearing dates on September 8, 2025 and November 14, 2025.

The Landlord's Legal Representative, Amanda Montgomery, attended the hearing dates on November 7, 2025 and November 14, 2025.

The Landlord's Witness, Rose Lee ("Ms. Lee"), attended the September 8, 2025 hearing date.

Determinations:

There was a breach of the previous order

1. I find that the Tenant failed to meet a condition specified in the order issued by the LTB on May 9, 2025 with respect to application LTB-L-001620-25 for the reasons below.
2. The conditions contained in order LTB-L-001620-25 subject to section 78 of the *Residential Tenancies Act*, 2006 (the "Act") are as follows:

"2. For a 6-month period starting May 7, 2025, to November 6, 2025, the Tenant shall not physically assault any other tenants or the Landlord's staff in the residential complex

For a 6-month period starting May 7, 2025, to November 6, 2025, the Tenant shall not verbally assault any other tenants or the Landlord's staff in the residential complex."

3. The Landlord is a social housing provider. The rental unit consists of a private bedroom along with living space that is shared with the tenants of four other private bedrooms. Ms. Stefaf is the Tenant of one of those private bedrooms sharing common living space with the Tenant.
4. Ms. Stefaf testified that the Tenant constantly verbally harasses her and this has not stopped since the Tenant entered into order LTB-L-001620-25. Ms. Stefaf states the Tenant aggressively calls her names such as "witch", "white [n-word]", "old woman", "idiot" and "stupid" and has told her that she did not belong there.
5. Ms. Stefaf also testified as to a particular incidents that occurred in July, 2025. Ms. Stefaf testified that on a certain date, the Tenant date blocked Ms. Stefaf from entering the kitchen. Ms. Stefaf also testified that later the same day when Ms. Stefaf was using the kitchen, the Tenant got close to Ms. Stefaf's face, starting telling Ms. Stefaf to hit her, and eventually spit in Ms. Stefaf's face.
6. Ms. Lee is a housing support worker for both the Tenant and Ms. Stefaf. She testified that Ms. Stefaf reported an incident of verbal harassment by the Tenant on July 10, 2025, that the Tenant blocked Ms. Stefaf from entering the kitchen on Jul 24, 2025 and that the Tenant stood in front of and spit on Ms. Stefaf on July 29, 2025.
7. The Tenant denies that these incidents occurred in their entirety and that she has acted inappropriately towards Ms. Stefaf, including spitting on her. The Tenant testified that they are the subject of harassment and aggression from their roommates, but that the Landlord has been unwilling to listen and believe their concerns.
8. While there was some confusion as to what dates the above-described incidents occurred, Ms. Stefaf cogently and credibly testified to the details of the occurrences. Her testimony is supported by the contemporaneous reports Ms. Stefaf made to Ms. Lee regarding these incidents. Ultimately, I prefer the testimony of Ms. Stefaf in relation to these incidents supported by the contemporaneous reporting of them over the denial the Tenant, and find on a balance of probabilities that they did occur in July, 2025, a time period subject to the conditions noted above. I find that these incidents, particularly the Tenant spitting on Ms. Stefaf, do constitute a breach of the conditions of order LTB-L-001620-25.

The surrounding circumstances

9. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-062666-25.
10. The Tenant submits that the ex-parte eviction order should be set aside notwithstanding the breach as the Landlord failed in their duty to accommodate the Tenant to the point of undue hardship pursuant to their obligations under the *Ontario Human Rights Code*, RSO 1990, c H. 19 (the "Code"). The Tenant submits that given this evicting the Tenant would be a disproportionate remedy that would be contrary to the purposes of the Code and the Act.
11. The Tenant submits that the Landlord has failed to accommodate to the point of undue hardship both by failing to provide the Tenant with adequate support in attending mental health treatment through the course of the tenancy, and particularly by failing to address the transfer requests made by the Tenant to be put in a private dwelling unit. Given this failure, the Tenant submits it would not be unfair to the Landlord, and would be appropriate in all the circumstances, to set aside the ex-parte eviction order.
12. The Landlord submitted that the ex-parte eviction order should be upheld. The Landlord's position is that they have participated adequately in accommodation and offered all supports available to the Tenant, and that the Landlord may have no suitable units for the Tenant to transfer to as a private dwelling. The Landlord submits that the Tenant requires all sorts of supports including meal programs and in suite laundry offered by the Landlord at this building, and these are not available at all buildings of the Landlord.
13. The Landlord submits they are a supportive housing program, and this in itself is an accommodation. The Landlord has provided supports to the Tenant to attend appointments in order to seek treatment for their mental health issues and this is a further accommodation. The Landlord also served first a voidable N5 notice of termination, and pursuant to their application with respect to a 2nd N5 notice of termination entered into a consent order rather than seeking eviction. The Landlord submits that these are also further efforts at accommodating the Tenant.
14. The Landlord submits that they have a duty to other tenants in their buildings who are also vulnerable individuals, particularly in respect of maintaining safe and secure housing. The Landlord submits that the Tenant staying in the building is contrary to this as it can be hard to predict when someone who has displayed tendencies to unpredictable behaviour will lash out at others.
15. The Tenant suffers from mental health issues that can affect their perception of reality, and can lead to behaviour that is inappropriate. This was known to the Landlord, who is a supportive housing provider.
16. The Landlord through Ms. Nyarko, in addition to the testimony of Ms. Stefaf, presented evidence of a number of incidents that occurred between the Tenant and the tenants with whom the Tenant shared common living space. These incidents have resulted in all of the other rooms that share the same common living space becoming vacant as three parties have transferred from this space due to the Tenant's behaviour, and the last was filled by a

tenant who has died. The Landlord has chosen not to install a new tenant in that room due to the Tenant's behaviour.

17. Those incidents testified to by Ms. Stefaf included incidents that occurred in the weeks before the final hearing date of this matter, and resulted in Ms. Stefaf's transfer. These incidents are serious in nature, and I find the testimony of Ms. Nyarko supported by documentation provided, and of Ms. Stefaf, to be credible in their occurrence.
18. It is clear that the difficulties living in this scenario arise from the Tenant's mental health challenges. It is also clear that the Landlord was aware of this. I note an excerpt from an e-mail from Christopher Marlatt, a caseworker from LOFT, a psychiatric program the Tenant had worked with, sent to Ms. Nyarko on November 26, 2024:

"From my conversation with her the main source of her psychosis is extreme paranoia which then causes her to behave erratically, but to her the paranoia is real."
19. Given the clear link between the Tenant's actions and the Tenant's mental health issues, and the Landlord's awareness of this, the Landlord's obligations pursuant to the *Ontario Human Rights Code*, RSO 1990, c H. 19 (the "Code") to provide accommodations in relation to the Tenant's disability to the point of undue hardship are triggered.
20. Not all disabilities can be accommodated in all circumstances. I find that these incidents taken cumulatively are sufficient to establish that the Tenant is not able to successfully live in a shared accommodation setting currently given her mental health challenges. If the Landlord only provided shared living units, there would be no reasonable means of accommodating the Tenant's disability.
21. However, the Landlord does offer private self-contained dwelling units. Ms. Nyarko testified that while it would depend on vacancies, it would typically take one to two months to arrange a transfer to such a unit.
22. While at times Ms. Nyarko indicated that the Tenant hadn't requested an accommodation or anything from the Landlord in relation to her disability, Ms. Nyarko did acknowledge that the Tenant had asked for transfers several times based upon safety issues related to those sharing the common living space. The Tenant testified that she had repeatedly asked for transfers, including to a self-contained dwelling unit, to her caseworker. I found the Tenant to be credible in this respect.
23. Ms. Nyarko testified that the investigations of these incidents showed that the Tenant, and not another party was responsible for the altercations, and so a transfer of the Tenant was not considered on that basis. Given the Landlord's awareness of the Tenant's mental health issues, and that the Landlord was aware that these issues were resultant from those issues, I find the Landlord had an obligation to engage with these requests through the lens of a request for an accommodation.
24. Ms. Nyarko testified the Landlord never considered these requests as their policy is not to consider any transfer other than for reasons of emergency and safety while there are pending proceedings before the LTB, and the Tenant did not provide sufficient information when asked to in regard to safety issues to establish that the Tenant's safety was

threatened. Given the Tenant did not provide sufficient information as to how they qualified under the Landlord's policy, the matter was not considered further.

25. Given the Landlord was aware of the Tenant's disability, and knew or ought to have known that the Tenant's disability was related to the inappropriate behaviour and the ability to live in a shared living setting, I find that the request for a transfer due to an inability to live successfully in a shared accommodation environment constitutes a request for accommodation and required consideration by the Landlord in order to meet their obligations under the Code.
26. The Landlord certainly provided accommodations to the Tenant in regard to their mental health, as the Landlord submitted. I do not accept the Tenant's submissions that the Landlord did not adequately accommodate the Tenant in their efforts to assist the Tenant in attending mental health appointments.
27. However, the question is not whether some accommodations were provided adequately, but whether the Landlord accommodated to the point of undue hardship. In *Council of Canadians with Disabilities v. Via Rail Canada Inc.*, 2007 SCC 15 ("VIA Rail") the Supreme Court of Canada notes at paragraph 130:

"The point of undue hardship is reached when reasonable means of accommodation are exhausted and only unreasonable or impracticable options for accommodation remain."
28. The Landlord cannot rely on an internal policy and the Tenant not qualifying under it for a transfer to alleviate them from this duty. If that were permitted, organizations could essentially design policies to limit their responsibilities under the Code. There may be reasonable rationale that underly the Landlord's policies and make them appropriate in most circumstances, but that does not mean they do not have to consider individual accommodations that would otherwise not comply with their policies when the Landlord's Code obligations are triggered.
29. When asked what hardship the Landlord would suffer if the Tenant was relocated to a self-contained unit, Ms. Nyarko pointed to a concern that these would merely be a shifting of the issues caused by the Tenant without the Tenant receiving further and proper supports the Tenant would require to live successfully in a building maintained by the Landlord.
30. The Landlord did present evidence that the Tenant had supportive psychiatric services arranged through the LOFT program, but that the LOFT program ceased to provide services to the Tenant due to the Tenant missing numerous appointments. The Tenant disagreed with the characterization that these services were discontinued due to her missing numerous appointments, stating she only missed two appointments, but the record presented was clear that this is the reason LOFT cited for doing so, and I consider this to be a reliable record in this regard.
31. Accommodation is a two-way street, and the Tenant must actively participate in the process. In this case this includes that the Tenant should actively seek mental health supports and treatment, to ensure their disability is treated in a manner that allows them to successfully live amongst others. The Tenant did present evidence that they are making efforts to reach out to secure further psychiatric care. I have considered both that in the

past the Tenant has failed to maintain care due to missing appointments, and that they are now making further efforts to seek treatment in arriving at this decision.

32. Whether accommodation can occur in a manner that alleviates interference with the rights of other tenants is a proper consideration for the Landlord to undertake. In *Walmer Developments v Wolsch*, 2003 CanLII 42163 (ON SCDC) ("*Walmer*"), the Ontario Divisional Court held at paragraph 35:

"For these reasons, we are of the view that the ORHT is bound by the legislation to comply with s. 17 in full in its decision-making and in particular when exercising its discretion under s. 84 as to whether it would be unfair to the landlord not to evict a person suffering from a disability. The ORHT must consider whether any disruption in the enjoyment of other tenants may be sufficiently alleviated by a reasonable accommodation of the disabled tenant without undue hardship to the landlord."

33. In addition to the incidents with roommates, the Landlord also presented evidence as to one incident that occurred within the residential complex, but not within the common living space shared by the five private rooms, and did not involve one of the occupants of those rooms. This incident occurred in November, 2024. The Tenant testifies that this incident occurred following the other party calling them a racial slur, and in reaction to that. No other incidents with non-roommates, or in the residential complex but not in the shared rental unit have occurred since.
34. Ultimately, the evidence of the Landlord was not that they engaged in a serious consideration of the Tenant's request for a transfer and determined they could not successfully and appropriately transfer the Tenant without imposing further and inappropriate disruption to the reasonable enjoyment of other tenants. It was that the transfer was not considered because the Tenant did not meet the requirements of the Landlord's policy.
35. Additionally, given that there has only been one incident involving non-roommate party and outside the shared living space of the rental unit, and this incident occurred approximately a year prior to the conclusion of this hearing, Ms. Nyarko's concerns appear speculative rather than establishing a concrete hardship to the Landlord that would result from relocating the Tenant to self-contained unit. They also were not presented as the reasons the transfer was refused, but a justification as to why the Landlord should not have been required to consider a transfer.
36. I find this is insufficient. As articulated by the Ontario Divisional Court in *Reisher v Westdale Properties*, 2023 ONSC 1817 at paragraph 28, referencing reasoning previously adopted in several prior decisions:

"[28] These submissions go to make the point that undue hardship is to be substantiated by cogent, not speculative evidence:

Undue hardship cannot be established by relying on impressionistic or anecdotal evidence, or after-the-fact justifications. Anticipated hardships caused by proposed accommodations should not be sustained if based only on speculative or unsubstantiated concern that certain adverse consequences "might" or "could" result if the claimant is accommodated."

37. Given the above, I cannot find that the Landlord has met the standard articulated in *VIA Rail* that all reasonable means of accommodation have been exhausted and only unreasonable or impracticable options for accommodations remain.
38. I find that the Landlord in failing to even consider whether the Tenant could be relocated to a self-contained unit, and whether this could be done successfully and without causing undue hardship to the Landlord, fell short of meeting their duty to accommodate under the Code.
39. Given the Landlord's failure to accommodate to the point of undue hardship under the Code, I find in this instance it is appropriate to set aside the ex-parte eviction order and permit the Landlord the opportunity to engage further with their obligations under the Code in respect of this matter.
40. However, I find it would be inappropriate to permit the conditions the Tenant was subject to under the original order to expire given their breaches. I find that doing so would be unfair to the Landlord in these circumstances.
41. The Landlord submitted that should I find that the ex-parte order should be set aside the original conditions of the order should be reinstated, and also conditions should be expanded to include conditions to refrain from harassing roommates and other parties in the rental unit, and to refrain from disturbing others in the residential complex.
42. The Landlord further submitted that there should be a requirement on the Tenant to engage in the accommodations process by communicating actively with the Landlord as to their needs and to engage with all available supports, including mental health supports.
43. I find it appropriate to extend the previous conditions, expand them to refer to any person in the residential complex, and add further clarity as to what they include. I find it appropriate to extend these conditions for a period of one year following the issuance of this order.
44. Conditions imposed on a Tenant should relate to the subject matter of the original underlying application. After review, I do not find that I have a sufficient record from the hearing to find further conditions specific to harassment or disturbing others in the residential complex to be appropriate to add to the order.
45. The Tenant was agreeable to conditions related to engaging in mental health supports and acknowledged that the Tenant should be doing so in order to fully engage in the accommodations process. However, I find that imposing such a condition is not within my jurisdiction. I strongly encourage the Tenant nonetheless to engage with mental health supports and ensure they are seeking appropriate treatment in an effort to ensure that their disability does not interfere with their ability to continue having stable housing.

It is ordered that:

1. The motion to set aside Order LTB-L-062666-25, issued on August 6, 2025, is granted.
2. Order LTB-L-062666-25, issued on August 6, 2025, is set aside and cannot be enforced.

3. The previous order issued on May 9, 2025 with respect to LTB-L-001620-25 is amended by deleting paragraphs 2 to 4 and replacing them with paragraphs 4 to 6 of this order.
4. For a one-year period commencing on the issuance date of this order and concluding on January 28, 2027, the Tenant shall not physically assault any person, including other tenants or the Landlord's staff in the residential complex
5. For a one-year period commencing on the issuance date of this order and concluding on January 28, 2027, the Tenant shall not verbally assault any person, including other tenants or the Landlord's staff in the residential complex. For clarity, this includes that the Tenant shall not insult any person in the residential complex.
6. If the Tenant fails to comply with the conditions set out in paragraph 4 and 5 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 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 28, 2026
Date Issued

Benjamin Seigel
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.