



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

Citation: Greater Sudbury Housing Corporation v Cheechoo, 2026 ONLTB 8533

Date: 2026-01-27

File Number: LTB-L-088653-25-SA

In the matter of: 609, 1960-A PARIS ST
SUDBURY ON P3E4V2

Between: Greater Sudbury Housing Corporation Landlord

And

Neka Cheechoo
Sudbury Community Legal Clinic Tenants

Greater Sudbury Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Neka Cheechoo and Sudbury Community Legal Clinic (the 'Tenants') because the Tenants did not meet a condition specified in the mediated settlement signed by the parties on October 2, 2025 with respect to application LTB-L-045134-25.

The Landlord's application was resolved by order LTB-L-088653-25, issued on October 29, 2025. This order was issued without a hearing being held.

The Tenants filed a motion to set aside order LTB-L-088653-25.

This motion was heard by videoconference on December 4, 2025 at 10:53 a.m.

The Landlord's agent Mary Flores, the Landlord's representative Sara Balagh, the Tenant Neka Cheechoo and the Tenant's representative Lea Britt attended the hearing.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

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 do not meet certain conditions in the order.
2. The Landlord filed an L4 application alleging that the Tenant breached the condition of the mediated settlement insofar Mr. Dan Poulin entered the rental unit on multiple occasions between October 14, 2025 and October 19, 2025.
3. The Tenant acknowledged the breach.

4. If the Board finds that the Tenant did breach the hearing order, then it must decide whether to grant discretionary relief pursuant to paragraph 78(11)(b) of *the Act*.
5. The only issues before me are:
 - (a) whether or not, pursuant to s.78(11)(b) of the *Residential Tenancies Act, 2006* ("the Act") having regard to all of the circumstances, it would not be unfair to set aside the ex parte order;
 - (b) if the answer to (a) is "no", to lift the stay of that order immediately or on a future date.
6. Pursuant to subsection 78(11)(b) of *the Act*, the Board may make an order setting aside the ex parte order issued if the Board is satisfied that having regard to all of the circumstances, that it would not be unfair to set aside the order.
7. Pursuant to this provision, I have the discretion to grant relief to the Tenant by setting aside the ex parte order notwithstanding the fact that the Tenant has breached the mediated agreement and after considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-088653-25. Below are my reasons.

Landlord's evidence

8. The Landlord's representative opposed the Tenant's motion, requesting that the Tenant's request to set aside be denied.
9. Mandy Flores, Manager of Tenant Services, testified that in addition to the dates listed in the application, Mr. Poulin has regularly attended the Tenant's unit, including on October 29, 2025 and December 3, 2025 and that his behaviour rises to the level of substantial interference because in addition to trespassing and violating the terms of the mediated settlement, he has tampered with the secure door wedging items to leave the door ajar or yelling in the residential complex to alert the Tenant to grant him entry.
10. The Landlord's representative submitted that the mediated settlement was entered into in good faith and the Tenant, by repeatedly breaching the terms, has demonstrated there is no reasonable expectation of future compliance.

Tenant's evidence

11. The Tenant's representative submitted that while the condition of the order was breached, the breach did not rise to the level of substantial interference. The Tenant's representative further submitted that the Landlord failed to establish that the impact of the breach was significant or that it resulted in any meaningful interference of the type contemplated by the original application.

12. The Tenant's representative further submitted that relief from eviction is appropriate. The Tenant relied on evidence respecting the Tenant's disabilities and circumstances, including documentary evidence dated December 1, 2022, April 23, 2025 and September 17, 2025. The Tenant's representative submitted that this documentary evidence outlines the Tenant's challenges with independent living, as well as the Tenant limited income, as her primary source of income is ODSP; as such, an eviction would have a disproportionate impact on the Tenant and eviction ought to be treated as a measure of last resort.

Analysis

13. I have carefully considered all of the submissions and evidence presented. Subsection 78(11)(b) of *the Act* provides discretion to set aside an order where to do so would not be unfair. I am prepared to exercise my discretion.
14. The mediated settlement between the parties included a condition that Mr. Poulin was not to enter the Tenant's rental unit for a period of 12 months. At the hearing, the Tenant did not dispute this claim; however, a finding that a mediated settlement has been breached does not automatically result in an eviction. I have considered the purpose of the condition was to address the Landlord's concerns relating to substantial interference. In this case, while the entries constituted a technical breach of the order, there was insufficient evidence to establish that the breach resulted in any meaningful interference, disruption or harm of the nature contemplated by the original application.
15. I find that in this case, the breach was limited in scope and impact and did not recreate the circumstances that gave rise to the original mediated settlement. The evidence does not support a finding that the breach undermined the objectives of the settlement or resulted in a renewed pattern of conduct causing substantial interference.
16. Therefore, after considering all the circumstances, I find that eviction would be a disproportionate response to the breach in this case. Accordingly, pursuant to section 78.11 of *the Act*, I deny the Landlord's request for eviction.
17. I do note that however that compliance with mediated settlements is essential and future breaches, particularly those resulting in interference or harm, may not warrant similar relief.

It is ordered that:

1. The motion to set aside Order LTB-L-088653-25, issued on October 29, 2025, is granted.
2. Order LTB-L-088653-25, issued on October 29, 2025, is set aside and cannot be enforced.

January 27, 2026
Date Issued

Greg Witt
Member, Landlord and Tenant Board

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