



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

Citation: SIREG Management Inc. v Shire, 2026 ONLTB 9839

Date: 2026-02-03

File Number: LTB-L-068376-25-SA

In the matter of: 10, 2 BALMORAL PL
BROCKVILLE ON K6V6K1

Between: SIREG Management Inc. Landlord

And

Mark Shire Tenant

SIREG Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Shire (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 October 31, 2024 with respect to application LTB-L-071968-23-RV.

The Landlord's application was resolved by order LTB-L-068376-25, issued on August 25, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-068376-25.

This motion was heard by videoconference on November 13, 2025, and January 27, 2026.

The following people attended the hearing:

- The Landlord's legal representative, Pegah Fakhr-Attar;
- The Landlord's witness, Annette Dean;
- The Landlord's witness, Christopher Kelly;
- The Tenant; and
- The Tenant's legal representative, Francis Dobri.

Determinations:

Preliminary Issues

1. At the hearing, I dismissed 4 of the Landlord's 5 alleged breaches of the conditional order issued on October 31, 2024. The conditional order instructs the Tenant to not wilfully or negligently cause undue damage to the rental unit or the complex for the duration of the

tenancy. The Landlord's L4 application alleges that the Tenant breached the order in the following ways:

- The fridge is marked with ink;
 - Light bulbs are missing from the ceiling light fixture;
 - There is a rectangular hole in the wall with graffiti drawn around the hole;
 - There is a round hole on another wall of the unit; and
 - There is a bin with electrical wires found in the open closet.
2. As I explained at the hearing, three of these allegations simply do not rise to the level of "wilful or negligent undue damage" pursuant to the conditions outlined in the order and the legal test required by the Act. Specifically, the drawings on the fridge with markers can easily be removed, the light bulb can easily be replaced and the rubber maid bin with cords in it simply does not constitute the "undue damage" as contemplated by the Act. For these reasons, I dismissed these three issues at the hearing.
 3. At the hearing, the Landlord admitted that the allegation regarding the round hole in the wall was a mistake by their staff and was actually old damage that existed at the time of the Landlord's original L2 application and was therefore captured by that application. For this reason, this fourth issue is also dismissed.

The Breach

4. The remaining allegation is that the Tenant breached the order issued on October 31, 2024, by causing new damage to the rental unit wall. Specifically, the Landlord says the Tenant caused a rectangular hole in the drywall that is surrounded by graffiti. The Tenant denies this allegation and says this is another example of "old damage" that has already been captured by the Landlord's original L2 application. For the following reasons, I find that the Tenant breached the order in the way the Landlord describes.
5. I say this primarily because the hole in question is very distinctive and very noticeable. It is a rectangle hole about 6 inches high and 4 inches wide that is surrounded by a very large and bright graffiti drawing. The drawing is bright blue and teal and resembles a large octopus. The top left corner of the hole has a large, jagged gash that extends up the wall for at least 12 inches.
6. This large and distinctive hole stands in stark contrast to the rest of the holes and damage that were addressed in the Landlord's original L2 application. Based on the pictures from that application and the testimony from Landlord's witness, 'AD', at the hearing before me, the original damage was mostly small holes on various walls as well as a large hole by the window. None of the original holes were surrounded by any markings, or artwork or graffiti. In fact, the Landlord's pictures from the original L2 show the walls of the rental unit are the original "painter's beige" colour and there are no other distinctive markings on the walls.
7. The size and colour of the rectangular hole suggests to me that the Landlord would likely have noticed it when they conducted their inspection prior to the Landlord's L2 application. The fact that it was not included in the evidence for that application suggests to me that this hole was not present and is actually new damage to the rental unit.

8. I have also considered that the Tenant's testimony about the rectangle hole was vague and lacking in detail. The Tenant says that he believes the hole was caused by someone who entered his apartment while he was previously incarcerated. The Tenant says that, around the time the Landlord filed their L2 application, he had a problem with various people coming in and out of his apartment without his knowledge and beyond his control. This issue was actually one of the grounds for the Landlord's L2 application and the order issued on October 31, 2024, instructs the Tenant to not allow "squatters" to enter the rental unit or the complex.
9. However, the Tenant's testimony on this point was vague and lacking in detail. For example, the Tenant could not remember precisely when he was incarcerated and could not even recall the exact year. The Tenant also gave no details regarding who he spoke to about the hole or any other information regarding how or when it occurred. This is particularly concerning considering how noticeable the hole is and how distinctive the surrounding artwork is.
10. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden falls on the Tenant to establish that the hole was created prior to the Landlord's L2 application and was already included in the grounds for that application. Based on the Tenant's vague testimony on this point, I am not satisfied on the balance of probabilities that he has any idea when the hole was created or how long ago the hole appeared.
11. Instead, I prefer AD's testimony on this point and I am satisfied on the balance of probabilities that the rectangle hole did not exist when the Landlord filed their L2 application and it was not one of the grounds of that application.
12. As I am satisfied that the rectangle hole and surrounding graffiti constitutes "new damage", I am satisfied on the balance of probabilities that the Tenant breached the conditions outlined in the order issued by the Board on October 31, 2024.

The surrounding circumstances

13. As I am satisfied that the Tenant breached the order issued on October 31, 2024, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the eviction order issued on August 25, 2025. For the following reasons, I find that it would not be unfair to grant the Tenant's motion.
14. I say this because the Tenant has been living in the rental unit for approximately 17 years. This means this is a long-term tenancy and terminating this tenancy must be a remedy of last resort.
15. I am also satisfied that the Tenant is a vulnerable person and terminating this tenancy would result in very negative consequences for him. The Tenant experiences several disabilities and mental health concerns which would make it difficult to find alternate accommodations. The Tenant receives ODSP as his only source of income and this makes finding an affordable unit particularly difficult.

16. I have also considered that the Tenant appears to be making efforts to improve his situation by regularly visiting the John Howard Society and having regular meetings with his personal mental health professional. Both of these organizations, as well as the Tenant's family doctor, are all within a 15-minute walk from the rental unit. This proximity is particularly important because the Tenant does not have a drivers license.
17. While I recognize that the Landlord raised other concerns at the hearing including the Tenant's alleged failure to make certain rental payments and the repeated damage to a heater in the rental unit, those allegations do not form part of the Landlord's L4 application and are not properly before me. If the Landlord is experiencing the difficulties they describe, they are free to file the appropriate applications to address those concerns.
18. What remains relevant is that this is a long-term tenancy the Tenant is a vulnerable person who has no family or friends to assist him if this tenancy were terminated. Also, I am satisfied that reinstating the terms of the previous conditional order will protect the Landlord's ongoing interests and will provide the Landlord with a remedy in the case of any additional breaches. However, the Tenant is cautioned that the Board will not likely look favourably on any future breaches of the conditional order and the Tenant is encouraged to adhere to those conditions for the duration of this tenancy.
19. Based on the evidence before me, and after considering all of the circumstances, I find that it would not be unfair to grant the Tenant's motion and set aside the eviction order issued on August 25, 2025. The Tenant's motion is therefore granted and the original conditional order is reinstated.

It is ordered that:

1. The motion to set aside Order LTB-L-068376-25, issued on August 25, 2025, is granted.
2. Order LTB-L-068376-25, issued on August 25, 2025, is set aside and cannot be enforced.
3. The previous order issued on October 31, 2024, with respect to LTB-L-071968-23-RV remains in effect and is unchanged.

February 3, 2026

Date Issued

Laura Hartsliet

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.