



**Order under Section 69 / 89  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-075096-25

**In the matter of:** 1502, 121 HUMBER BLVD  
YORK ON M6N2H6

**Between:** Toronto Community Housing Corporation Landlord

**And**

Allison Pilon Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Allison Pilon (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

Toronto Community Housing Corporation (the 'Landlord') also applied for an order requiring Allison Pilon (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on December 16, 2025.

The Landlord's Legal Representative Chelsea Rostant and the Tenant Allison Pilon attended the hearing.

**Determinations:**

Preliminary issues

1. The Tenant stated that she did not receive the Notice of Hearing by mail. However, the Tenant acknowledged receiving the Notice of Hearing by email from the Board and confirmed that she was aware of the hearing date in advance.

2. I find that the Tenant was properly served with the Notice of Hearing and had actual notice of the proceeding. The hearing therefore proceeded.
3. The Tenant stated that she required legal assistance but confirmed that she declined Tenant Duty Counsel at sign-in and could not provide any documentary proof that she sought legal assistance after receiving the Notice of Hearing.
4. Therefore, I found that there was no basis to adjourn the hearing. The Tenant was provided with a full opportunity to participate.

The Landlord's L2 application

5. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, for the reasons that follow, I find it reasonable in the circumstances to provide conditional relief from eviction.
6. The Tenant was in possession of the rental unit on the date the application was filed.
7. On August 26, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleged that the Tenant engaged in aggressive, threatening, and abusive behaviour toward Landlord staff, including verbal threats and the use of vulgar and racist language; and wilfully or negligently caused damage to the residential complex by placing a mattress in a common hallway, creating a safety hazard and requiring removal at the Landlord's expense.

Substantial Interference

8. The Landlord led detailed and consistent evidence from a Tenant Services Coordinator describing multiple incidents involving the Tenant, including events on July 10, 2025 and August 1, 2025, during which the Tenant attended the Landlord's office and became verbally aggressive, used profanity, made threats, and threw office items.
9. The witness testified that the Tenant's conduct caused staff to fear for their safety and required police intervention on August 1, 2025.
10. The Landlord also submitted emails and videos sent by the Tenant during the voiding period, including on September 3, 2025, which contained vulgar language, racist statements, and explicit threats of physical violence directed at Landlord staff.
11. I reviewed the video evidence and find that the content is aggressive, disturbing, and threatening. In my view, the conduct would reasonably be experienced as harassment and intimidation.
12. Accordingly, I find that the Tenant's conduct substantially interfered with the reasonable enjoyment and lawful rights of the Landlord and its staff.

Damage to the Residential Complex

13. The Landlord submitted photographic evidence and CCTV footage showing the Tenant placing a mattress in a common hallway. In my view, placing a mattress in a hallway constitutes undue damage and a safety hazard, including fire risk and risk of pest transmission.
14. The Landlord incurred \$50.00 in waste disposal fees for the removal of the mattress and is entitled to be reimbursed for those costs.
15. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
16. There is no last month's rent deposit.

Relief from eviction

17. The Tenant requested that eviction be denied, stating that the issues arose from miscommunication and that she has nowhere else to go. While the Tenant did not provide documentary evidence of hardship or address the specific allegations in a meaningful way, I accept that loss of housing is a serious consequence and is a relevant consideration under subsection 83(2) of the Act. However, the Tenant's submissions do not negate the proven misconduct, and relief from eviction is only appropriate if accompanied by enforceable conditions to prevent recurrence.
18. The Landlord submitted that while the Tenant's conduct was serious, ongoing, and included threatening and aggressive behaviour toward staff, eviction was not sought outright. Instead, the Landlord requested a conditional order preserving the tenancy, on the basis that its interests could be adequately protected through clear behavioural conditions and the availability of section 78 enforcement in the event of non-compliance. I accept that this position reflects a proportional response to the misconduct and demonstrates that eviction is not necessary if the Tenant complies with strict conditions.
19. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.

2. For a period of 36 months from the date of this order, the Tenant shall:
  - not be verbally or physically aggressive toward Landlord staff;
  - not send inappropriate, threatening, harassing, or vulgar emails or videos to Landlord staff; and
  - properly dispose of garbage and personal property only in designated areas of the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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.
4. The Tenant shall pay to the Landlord \$50.00, which represents the reasonable costs for the waste disposal fees.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant must pay the Landlord is \$236.00
7. If the Tenant does not pay the Landlord the full amount owing on or before February 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 1, 2026 at 4.00% annually on the balance outstanding.

**February 11, 2026**  
**Date Issued**

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Kyle Anderson  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on August 23, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

