



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

**Citation:** Grey County Housing v Hendriks, 2026 ONLTB 19954

**Date:** 2026-03-06

**File Number:** LTB-L-103090-25-SA

**In the matter of:** 503, 305 14th St W  
Owen Sound ON N4K6B7

|                 |                     |          |
|-----------------|---------------------|----------|
| <b>Between:</b> | Grey County Housing | Landlord |
|                 | <b>and</b>          |          |
|                 | Tyna Hendriks       | Tenant   |

Grey County Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Tyna Hendriks (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on July 10, 2025 with respect to application LTB-L-009964-25.

The Landlord's application was resolved by order LTB-L-103090-25, issued on December 29, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-103090-25.

This motion was heard by videoconference on March 2, 2026.

The Landlord's Agent, Michael Macleod, and the Tenant attended the hearing.

### **Determinations:**

1. The previous order provided that the Landlord could apply to the Board under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenants if the Tenants did not meet certain conditions specified in the order.
2. Pursuant to section 78(11) of the Act, the issues are as follows:
  1. Did the Tenant breach the mediated agreement? If the answer to that question is "NO"; then the motion must be granted and the eviction order set aside;
  2. If the Tenant did breach the mediated agreement, the issue becomes whether or not the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the eviction order. If the Board determines that it would not be unfair to set aside the eviction order, the motion must be granted, and the eviction

order must be set aside. Pursuant to s.78(12), the Board may then amend the previous mediated agreement if it is deemed appropriate to do so;

3. If the Board is not satisfied that it would not be unfair to set aside the eviction order, then the Board must decide whether or not to delay lifting the stay of the eviction order.

### Breach

3. While the Tenant could not confirm with absolute certainty whether the smoke detector in her unit was taken down, she does believe that it was and essentially did not dispute the breach. Based on the Tenant's own admissions, I find, on a balance of probabilities, that the Tenant breached the previous order by removing the smoke detector in her rental unit on December 4, 2025.

### Set Aside

4. Pursuant to section 78(11)(b) of the Act, the Board may make an order setting aside the ex parte order issued if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order.
5. It was undisputed that at the time the smoke detector was removed, the Tenant was in the hospital. She testified that she had given a key to her unit to her friend so that she could care for her cats. She testified that her friend is a nursing student and so she assumed that her friend was a responsible person. She believes what happened was that another tenant in the building knocked on her door as she was trying to get away from another individual who she is regularly in conflict with, and her friend let them into her unit. She testified that she believes it was this guest that took the smoke detector down, not her friend.
6. This is the second time the Tenant has breached the previous order and based on the Tenant's evidence, I am not satisfied that the Tenant will comply. The removal of a smoke detector is a serious issue, which jeopardizes not only the safety of the Tenant and anyone in her unit, but others in the residential complex. Although the seriousness of the issue was emphasized to the Tenant by the Board after the last breach, the Tenant still handed over care of her unit to others who do not appear to take the issue seriously. The Tenant is ultimately responsible for who she allows access to and use of her unit and it is not a sufficient explanation to simply lay blame on those she left responsible for her unit in her absence.
7. Considering all of the circumstances and given the seriousness of fire safety and the Tenant's repeated failure to comply with the conditions she agreed to in the previous order, I find that it would be unfair to set aside the eviction order.
8. The Tenant requests that lifting of the stay be delayed a year to allow her time to find new living accommodations.
9. There is no doubt that the Tenant will have difficulty finding alternative housing given her limited income and that her current rental unit is rent-geared-to-income housing and some

delay with respect to lifting of the stay is reasonable. However, delaying eviction one year is unreasonable, particularly when there is an ongoing concern with fire safety in this tenancy. I find that it reasonable in the circumstances to delay lifting of the stay until June 30, 2026.

**It is ordered that:**

1. The motion to set aside Order LTB-L-103090-25, issued on December 29, 2025, is denied.
2. The stay of order LTB-L-103090-25 is lifted on June 30, 2026.

**March 6, 2026**  
**Date Issued**

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Candace Aboussafy  
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.