



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

File Number: LTB-L-090219-25-SA

In the matter of: 12 ROBIN CRT
BARRIE ON L4M5M1

Between: Alina Shpak Landlord
Andrei Shpak

And

Lorna Dawn Walker Tenant

Alina Shpak and Andrei Shpak (the 'Landlord') applied for an order to terminate the tenancy and evict Lorna Dawn Walker (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on September 5, 2025, with respect to application LTB-L-040061-24.

The Landlord's application was resolved by order LTB-L-090219-25, issued on November 3, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-090219-25.

This motion was heard by videoconference on January 13, 2026.

The Landlord Alina Shpak, the Tenant Lorna Dawn Walker, and the Tenant's Legal Representative Tayler Gerow attended the hearing.

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

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on September 5, 2025, with respect to application LTB-L-040061-24.
2. The Landlord alleges that the Tenant breached the September 5, 2025, order by denying access to the rental unit on several occasions. Specifically, the Landlord alleged that the Tenant refused access to a home inspector on September 28, 2025, refused entry to a contractor on September 30, October 1, and October 9, 2025, and refused to allow a realtor to access a room in the rental unit during showings on October 17 and October 19, 2025.

3. The Tenant disputed that these incidents constituted breaches of the order. However, the Tenant acknowledged that the home inspector was not permitted access to a room on September 28, 2025, that the contractor was denied access to the rental unit on September 30, October 1, and October 9, 2025, and that the realtor was not permitted to enter a room during showings on October 17 and October 19, 2025.
4. The Tenant's Legal Representative submitted that the Tenant believed certain areas of the rental unit, including the Tenant's office and the garage, were not required to be accessible because they contained sensitive work-related materials. However, the September 5, 2025, order does not state that any portion of the rental unit may be withheld from access. The order required the Tenant to permit lawful entry, and it does not provide an exception for particular rooms within the unit.
5. Based on the Tenant's admissions that access was refused on the dates identified, and the absence of any provision in the prior order permitting the Tenant to deny access to portions of the rental unit, I find on a balance of probabilities that the Tenant failed to comply with the conditions of the September 5, 2025, order.

The surrounding circumstances

6. After finding that the order was breached, I considered whether relief should be granted under subsection 78(11) of the Residential Tenancies Act, 2006 (the "Act"). The Tenant did not request a conditional order that would allow the tenancy to continue if the conditions of the previous order were complied with going forward. Instead, the Tenant maintained that she was entitled to deny access to certain areas of the rental unit and requested additional time to find alternative accommodation.
7. The Tenant testified that she works from home and keeps sensitive information in her home office. The Tenant also stated that she requires time to locate a rental unit that would allow her to continue working from home and that her child occasionally resides in the unit. The Tenant therefore requested additional time before the eviction order takes effect.
8. The Landlord opposed granting relief and submitted that the Tenant was aware from the previous order that refusing access would place the tenancy at risk. The Landlord argued that despite this, the Tenant continued to deny access to portions of the rental unit and has maintained the position that such refusals were justified.
9. After considering all of the circumstances, I am not satisfied that it would be fair to the Landlord to set aside the eviction order. The Tenant continued to deny access despite the prior order addressing access issues, and the Tenant did not propose any plan to comply with the terms of the previous order going forward. In these circumstances, I find that relief under subsection 78(11) should not be granted.

The stay is lifted on March 27, 2026

10. The stay of order LTB-L-090219-25 is lifted on March 27, 2026.

11. Although the motion is denied, I considered the Tenant's request for additional time to secure alternative accommodation. The Tenant testified that she works from home and requires suitable housing that will allow her to continue her employment, and that her child resides with her on occasion. In these circumstances, I find it appropriate to delay the lifting of the stay for a brief period to allow the Tenant additional time to make arrangements to vacate the rental unit. For this reason, the stay of order LTB-L-090219-25 is lifted on March 27, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-090219-25, issued on November 3, 2025, is denied.
2. The stay of order LTB-L-090219-25 is lifted on March 27, 2026.
3. Order LTB-L-090219-25 is unchanged.

March 13, 2026
Date Issued

Kyle Anderson
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.