



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

Citation: PELA Housing Corporation v Stenson, 2026 ONLTB 20757

Date: 2026-03-13

File Number: LTB-L-004509-26-SA

In the matter of: 13, 215 CHURCH ST
NAPANEE ON K7R1C5

Between: PELA Housing Corporation Landlord

And

Susanne Stenson Tenant

PELA Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Susanne Stenson (the 'Tenant') because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on October 16, 2025 with respect to application LTB-L-046907-25.

The Landlord's application was resolved by order LTB-L-004509-26, issued on January 26, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-004509-26.

This motion was heard by videoconference on March 4, 2026.

The Landlord's agent Jennifer Carefoot, the Tenant and the Tenant's support Jessica Wood attended the hearing.

The Tenant declined to speak with Tenant Duty Counsel.

Determinations:

1. The Landlord filed an L2 application related to the condition of the Tenant's rental unit which was resolved by way of a conditional order on October 16, 2025. The order provided that the Landlord could apply to the Board under section 78 of the Act without notice to the Tenant to terminate the tenancy and evict the Tenant if they failed to meet the terms of the agreement.

The Breach of the Order

2. There is no dispute that the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on October 16, 2025 with respect to application LTB-L-046907-25. On January 9, 2026, during a lawful inspection, the Landlord's staff reported that the Tenant piled boxes to the height of the ceiling in the dining room and vents were covered with items in the bedrooms.

The Surrounding Circumstances

3. This motion is brought pursuant to subsection 78(11) of the Act. As I am satisfied that the Tenant breached the order issued on October 16, 2025, the only issue before me is whether I am "satisfied, having regard to all the circumstances, that it would not be unfair to set aside the order".
4. The Tenant said that she did not comply with the terms of the agreement as "it's my life" and has been going on for twenty years. She said that she is self diagnosed autistic and is digressing. She exhausts herself with the condition, attempts to clean, tires easily and cleaning hurts her. She said she has had a troubled past and has told many doctors she needs help and she has not received any support.
5. The Tenant said that she does not have the help of family or friends and has hired a cleaning service which did not work out. I note, no dates or documentary evidence was provided to support this claim. She said her son has recently provided some help
6. The Tenant said that she has been working to comply with the order and has moved many possessions out of the unit. She believes she can bring the unit into a reasonable state in around one month.
7. The Landlord's agent provided photographs of the rental unit taken during multiple lawful inspections, including the most recent inspection on March 3, 2026 where the condition of the unit has worsened since the February 24, 2026 inspection.
8. The Landlord's agent said they have attempted to work with this Tenant since 2021 and have been unsuccessful. She believed that involving the LTB would encourage the Tenant to make the required improvements in the unit. However, even the day prior to this hearing, the results of the inspection were not acceptable. She said the Tenant often refuses help from the Landlord and will not permit people in the unit to assist.
9. It is the position of the Landlord that this tenancy is no longer viable. This is an RGI townhouse complex and the condition of the rental unit, including the yard is deteriorating. This impacts other tenants. The bathroom has sustained damage and the maintenance issues places the Landlord in a costly and compromising position.
10. On the evidence, I am not satisfied that a further conditional order from the Board will yield a positive and different result than the order issued on October 15, 2025. It appears the Tenant is unable or unwilling to comply with conditions related to the condition of the rental unit. It was the Tenant's own evidence that her ability to clean is limited and she refuses the help of the Landlord. There appears to be no sign of improvement nor the ability of the

Tenant to bring the unit to a reasonable condition. In my view, the Tenant would not be able to comply with another opportunity to address the issues effectively in the rental unit.

11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-004509-26.

Lifting the Stay

12. The next issue before me is when to lift the stay of the eviction order.
13. The Tenant said that she would require additional time to prepare to move. She is concerned that some of her belongings are frozen to the ground outside. I have considered the length of the tenancy and the Tenant's ability to co-ordinate a move.
14. I have also considered the efforts made by the Landlord to preserve this tenancy and the ongoing impact to the Landlord. The Landlord's agent requests that the Board lift the stay on March 31, 2026. This will provide some additional time for the Tenant to make the necessary arrangement to move and find alternative accommodation.
15. Given all of the above, and after considering all of the circumstances, I find that it would not be unfair to delay lifting the stay to March 31 2026, to allow the Tenant time to find a new place to live. I am granting this extra delay in recognition of the Tenant's limited ability to prepare for a move.
16. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The motion to set aside Order LTB-L-004509-26, issued on January 26, 2026, is denied.
2. The stay of order LTB-L-004509-26 is lifted on March 31, 2026.

March 13, 2026
Date Issued

Dana Wren
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.