



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: Lopes Brothers Contracting Ltd. v Comeau, 2026 ONLTB 2408

Date: 2026-03-10

File Number: LTB-L-070504-25-RV

In the matter of: 621C THE QUEENSWAY
ETOBICOKE ON M8Y1K4

Between: Lopes Brothers Contracting Ltd. Landlord

And

Garcia Comeau Tenants
David Dublow

Review Order

Lopes Brothers Contracting Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Garcia Comeau ('GC') and David Dublow ('DD') (the 'Tenants') because the Tenants failed to meet a condition specified in the order issued by the Board on August 12, 2025, with respect to application LTB-L-067673-23.

The application was resolved by order LTB-L-070504-25 issued on October 1, 2025.

On October 30, 2025, the Tenants requested a review of the order and that the order be stayed until the request to review the order is resolved.

On October 31, 2025, interim order LTB-L-070504-25-RV-IN was issued, staying the order issued on October 1, 2025.

Following a hearing on November 26, 2025, order LTB-L-070504-25-RV-IN2 was issued on January 5, 2026, granting the Tenants' request. The application was adjourned for a new hearing to be held at a future date.

The application was heard by videoconference on February 5, 2026. The Landlord's Agent, C. Lopes, the Landlord's Legal Representative, E. Steiman, the Tenant's Legal Representative, S. Mason, and the Tenants attended the hearing. The Landlord's witnesses, O. Yakovlev (OY) and N. Zaric (NZ) also attended the hearing.

Determinations:

1. Order LTB-L-067673-23 provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain conditions in the order.
2. The application was filed within 30 days of the breach.
3. Paragraph 2 of the order provides:

"The Tenant shall not attend the neighbouring coffee shop and interact with its employees or patrons. This includes, but is not limited to, taking photos of the coffee shop."
4. Based on all the evidence, I find that the Tenants breached the order because Garcia Comeau (GC) interacted with an employee of the coffee shop on August 20, 2025, and took a picture of them.
5. The Landlord's witness, OY, an employee of the coffee shop, located below the rental unit, testified that on August 20, 2025, he was outside the coffee shop with a leaf blower blowing leaves off the patio between 8:00 a.m. and 8:43 a.m., when he heard a female voice from a person he recognized as GC telling him to '*shut the f*** up!*'. OY stated that while he did not see GC, her words scared him into retreating back inside the shop.
6. The owner of the coffee shop, NZ, testified that on August 22, and 30, 2025, during a discussion with a neighbour, she observed GC taking pictures of them.
7. On September 14, 2025, the Tenants installed cameras which faced the patio of the coffee shop but removed it only after they retained a legal representative.
8. GC testified that she did not speak to OY on August 20, 2025, and that he had to be inside the building to hear her. GC admitted to hearing the leaf blower at about 8:30 or 8:35 a.m. and saying to her husband '*f***ing leaf blower at 8:30 in the morning.*' '*There they go again, too lazy to use a broom*'. According to GC, the soundproofing in the building is poor, and they talk loudly because they are slightly deaf.
9. GC denied taking any pictures of NZ and her neighbour on August 22, and 30, 2025, and also denied that the cameras she installed were facing the patio of the coffee shop.
10. On cross examination, GC denied that she also took a picture of OY on August 20, 2025. She admitted taking a picture of someone who was on the sidewalk but denied knowledge that it was an employee of the coffee shop.
11. The other Tenant, David Dublow, testified that GC loudly used an expletive when complaining about the leaf blower but argued, like GC did, that the window in the rental unit was closed, and that they sometimes hear people talking from the coffee shop.
12. The Tenants have resided in the rental unit for approximately 12 years and are seventy-year-old seniors. GC has health issues, DD is employed, and they both spoke of significant hardship if this motion is denied.

13. As stated above, I am satisfied that GC, annoyed by the sound of the leaf blower, interacted directly with OY. The Tenants admit that GC was loud, and whether the windows were open or not is irrelevant because OY's testimony about what he heard and the Tenants' testimony on what GC said, are both to the same effect: intimidating OY to stop using the leaf blower in the crudest way possible.
14. I also find on a balance of probabilities that GC took a picture of OY on August 20, 2025, despite her denials that she was taking a picture of a random person on the sidewalk. Accordingly, I am satisfied that the Tenants breached the order.
15. Although the Tenants breached the order, section 78(11)(b) of the *Residential Tenancies Act, 2006* provides that the Board shall set aside the eviction order if the Board is satisfied, having regard to all the circumstances, that it would not be unfair to do so. Given the length of the tenancy, the ages of the Tenants, and the impact of an eviction on them, the Tenants will be given another opportunity to continue the tenancy and comply with the conditions contained in LTB-L-067673-23.

It is ordered that:

1. The application is dismissed.
2. The order issued by the Board on August 12, 2025, with respect to application LTB-L-067673-23 continues in effect.

March 10, 2026
Date Issued

Jitewa Edu
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.