



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

Citation: Churchstation Charitable Foundation v Allison, 2026 ONLTB 20428

Date: 2026-03-12

File Number: LTB-L-085697-24-RV

In the matter of: 125, 345 Dufferin St
Toronto ON M6K3G1

Between: Churchstation Charitable Foundation Landlord

and

Christopher Allison Tenant

Review Order

Churchstation Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Christopher Allison (the 'Tenant') because the Tenant failed to meet a condition specified in the order issued by the Board on August 28, 2024 with respect to application LTB-L-000287-24.

This application was resolved by order LTB-L-085697-24 issued on June 12, 2025.

On July 10, 2025, the Tenant requested a review of the order and that the order be stayed until the request to review the order is resolved.

On July 11, 2025, interim order LTB-L-085697-24-RV-IN was issued, staying the order issued on June 12, 2025.

The request for review was granted by order LTB-L-085697-24-RV-IN2 and the new hearing of the L4 application was scheduled to another available date.

The new hearing was held by video conference on January 8, 2026 and January 30, 2026.

The Landlord's Legal Representative, Eric Steiman, the Landlord's Agent, Helenka Renteria ('HR'), the Tenant's Legal Representative, Mark Bondy, the Tenant, and the Tenant's Support, Scott Allison, attended the hearing. Rosemary Ogeer ('RO') testified on behalf of the Landlord.

Determinations:

Preliminary Issues

Is Scott Allison a tenant?

1. At the outset of the hearing, the Tenant's Legal Representative raised a preliminary issue with respect to whether Scott Allison ('SA') is also a tenant of this rental unit. While the Tenant's Legal Representative ultimately abandoned their preliminary issue after some evidence and submissions were heard, I find it prudent to address the issue in this order.
2. The parties were previously before the Board in LTB-L-037324-24 in November and December 2024. At that hearing, the Tenant's Legal Representative requested that the Board amend the application to include SA as a Tenant. However, in that order the Board found that SA is an occupant, not a tenant.
3. The doctrines of *res judicata* and *issue estoppel* promote fairness and integrity in the justice system by ensuring finality of decisions. The test for *issue estoppel* was set out by the Supreme Court in *Angle v. Minister of National Revenue*, 1974 CanLII 168 (SCC), [1975] 2 S.C.R. 248 at p. 254:
 1. that the same question has been decided;
 2. that the judicial decision which is said to create the estoppel was final; and,
 3. that the parties to the judicial decision or their privies were the same persons as the parties to the proceedings in which the estoppel is raised.
4. In *Danyluk v. Ainsworth Technologies Inc.*, 2001 SCC 44, [2001] 2 S.C.R. 460, the Court confirmed that the doctrine of issue estoppel applies to administrative tribunals.
5. At para. 33 of *Danyluk*, the Court stated that *issue estoppel* involves a two-step analysis:

The rules governing issue estoppel should not be mechanically applied. The underlying purpose is to balance the public interest in the finality of litigation with the public interest in ensuring that justice is done on the facts of a particular case. (There are corresponding private interests.) The first step is to determine whether the moving party (in this case the respondent) has established the preconditions to the operation of issue estoppel set out by Dickson J. in *Angle*, supra. If successful, the court must still determine whether, as a matter of discretion, issue estoppel ought to be applied.

6. In this case, the Board has already determined that SA is not a tenant. Although SA and the Tenant's Legal Representative may disagree with the Board's findings in order LTB-L-037234-24, that decision is final and has not been successfully reviewed or appealed. Therefore, the three preconditions necessary for the application of *issue estoppel* are present and *issue estoppel* ought to be applied in these circumstances.

Admissibility of late evidence

7. During the hearing, the Landlord sought to submit and rely on an email to the Parkdale Community Legal Clinic to support the Landlord's position that they notified the Tenant's Legal Representative of a breach of the previous order. The Landlord's Legal Representative submits that the Landlord thought it had been previously disclosed but has been unable to locate it in any of their disclosure packages. As such, he had re-uploaded it to the Tribunals Ontario Portal during the hearing.
8. The Tenant's Legal Representative opposed admitting the late evidence. He submits that he had not seen the email prior to the hearing and therefore it should not be admitted.
9. The email the Landlord sought to rely on was an email sent to the Tenant's Legal Representative clinic on October 18, 2024. Therefore, the Tenant's Legal Representative has had the email in their possession since it was sent by the Landlord on October 18, 2024. The Tenant's Legal Representative was also aware that whether they were notified of the breach would be at issue in this hearing and could have searched his inbox to locate this email. Additionally, the Tenant's Legal Representative was able to respond to the evidence at the hearing.
10. For these reasons, I found there was no prejudice to the Tenant in admitting the late evidence. Therefore, I allowed the Landlord to submit the email sent to the Tenant's Legal Representative clinic on October 18, 2024 into evidence.

L4 Application

11. This application was filed by the Landlord pursuant to section 78 of the *Residential Tenancies Act, 2006* (the 'Act'). Applications of this nature normally result in the Board issuing an eviction order without a hearing. However, this application was sent to a hearing because it was unclear whether Parkdale Community Legal Services was advised of the breach, as required by paragraph 8 of the consent order dated August 28, 2024.

The Breach

12. The consent order dated August 28, 2024, 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 Tenant if the Tenant did not meet certain conditions specified in the order. The conditions include a requirement that the Tenant ensure that they maintain the cleanliness in the rental unit. This is the condition which the Landlord alleges was breached.
13. HR is the Property Manager for the residential complex. She testified that on September 26, 2024, she inspected the Tenant's unit and discovered that the Tenant was not maintaining the cleanliness. She testified that there is a long history of issues with cleanliness with this rental unit and that the Landlord had previously done extensive renovations in the rental unit after the lack of regular cleaning caused substantial damage to the bathroom. The condition of the bathroom is now heading in that direction again, as you can visibly see black in the corners and edge of the bathtubs and the vinyl tiles are stained and lifting. The Landlord submitted into evidence photographs taken during this inspection.

14. The Tenant denies that he is in breach of the consent order. The Tenant testified that he cleaned the unit prior to the inspection on September 26, 2024, and there was no issue. He testified that the brown colour seen on the tiles is water from mopping that hadn't dried yet at the time he took the video. The Tenant submitted a video of the rental unit on the date of the inspection, which he filmed prior to the Landlord showing up for the inspection.
15. Pursuant to section 33 of the Act, the Tenant is responsible for ordinary cleanliness of the rental unit.
16. Based on the evidence before the Board, I find, on a balance of probabilities, that the Tenant was in breach of the previous order issued on June 12, 2025. The Tenant's own video evidence show that the bathroom is not in a reasonable state of cleanliness and is starting to cause new damage due to the condition. This is consistent with the photographs shown by the Landlord from the inspection on September 26, 2024. The photographs show blacking along the edges of the bathtub, the glazing of the bathtub and interior of the toilet has significant staining, the areas around the toilet are dirty or stained and the tiles are now lifting. It is clear the discoloration shown on the tiles is not simply water from mopping that has not yet dried. The conduct of the Tenant substantially interferes with the Landlord's lawful right and interest as the failure to maintain reasonable cleanliness has caused and is causing damage to the rental unit. It is also a breach of section 33 of the Act.
17. Paragraph 6 of the previous order required the Landlord to notify the Tenant's Legal Representative of any breach of the previous order. While the Tenant's Legal Representative did not dispute that the email was sent, he took issue as to when it was sent.
18. The previous order does not specify when the Landlord is required to notify the Tenant's Legal Representative of a breach, it simply just requires notification. The email demonstrates that the Landlord's Legal Representative's office sent the notification to the Tenant's Legal Representative on October 18, 2024, the same day that they filed this application. I find that the Landlord provided reasonable notice to the Tenant's Legal Representative as required by the previous order.

Relief from Eviction

19. The Tenant testified that he has difficulty maintaining the cleanliness in the rental unit due to physical disabilities. He submitted a note from his doctor which describes several physical disabilities and states that because of these disabilities, maintaining a clean home is a challenge for the Tenant. He testified that it is the Landlord's job to make themselves aware of his disabilities and accommodate him. He testified that he previously asked for assistance from the Landlord, but they dismissed him and told him to get a lawyer. He testified that he asked for assistance with a mould issue on the ceiling and the Landlord only addressed it after Public Health was involved. HR testified that they only became aware of the Tenant's disabilities at the last hearing before the Board.
20. It was undisputed that the Landlord completed substantial renovations to the Tenant's unit in 2024 to repair the damage which was caused by the Tenant's failure to maintain the rental unit in a state of ordinary cleanliness. It is evident from the photographs submitted

by the Landlord and the video submitted by the Tenant that the rental unit is progressing to a similar state as it was prior to the renovation, particularly in the bathroom area.

21. Although the Tenant testified that he has asked for help from the Landlord, I am not satisfied that the Tenant has requested any further accommodations from the Landlord after the completion of renovations. The Tenant's testimony about his requests for assistance were extremely vague and it is unclear from his testimony whether he was alleging this was requested before the breach or after. Additionally, the Tenant still does not believe that there is an issue with the cleanliness in the rental unit so, in my view, it is more likely than not that the Tenant did not make any requests for accommodation from the Landlord because he does not acknowledge that there is an issue with the condition of his unit.
22. In any event, when a duty to accommodate arises, it is a cooperative and collaborative process, and both parties have certain obligations. The Tenant is required to take the steps necessary to allow the Landlord to be able to determine what accommodation is needed, and to co-operate relative to the implementation of that accommodation¹. Here, the only specific accommodation suggested is a regular cleaning service, which the Tenant's Legal Representative submits that the Tenant could pay for. None of the Tenant's disclosed disabilities appear to impact the Tenant's ability to schedule a regular cleaning service on his own, without the Landlord's involvement. The Tenant ought to have made these arrangements after the renovations in order to ensure that his obligations under the consent order were being met. Additionally, it is not reasonable to expect that the Tenant's involvement and responsibilities in the accommodation process is limited to allowing entry to the rental unit to cleaners arranged for by the Landlord, as submitted by the Tenant's Legal Representative.
23. All of the evidence supports the conclusion that more time or another conditional order will not enable the Tenant to maintain the rental unit in a state of ordinary cleanliness. Nothing the Landlord can do will help the Tenant fulfill their obligations under section 33 of the Act without fundamentally altering the nature of the tenancy agreement. In such a situation, the Landlord has met its obligation to accommodate up to the point of undue hardship, which is the standard required by the Ontario Human Rights Code.
24. Given all of the above and considering all of the circumstances in accordance with section 83(2) of the Act, I find that it would be unfair to grant relief from eviction pursuant to section 83(1) of the Act. The Tenant continually denies that there is an issue in the rental unit and refers to the Landlord's inspections as "bull crap". I am not satisfied that the Tenant would comply with a conditional order in these circumstances.
25. The Landlord was amenable to a delaying termination until April 30, 2026 to provide the Tenant time to find new living arrangements. The Tenant's Legal Representative submitted that there are not many other housing options that would fit the Tenant's accommodation needs.
26. Considering the length of the tenancy and the Tenant's disabilities, I find that delaying termination to April 30, 2026 is reasonable in the circumstances. However, it is likely that the condition of the rental unit will continue to deteriorate in this time, risking further

¹ *MacDonald v. London Health Sciences Centre*, [2019 HRTO 1134](#), paras 15-16, 62-24

damage to the unit. Considering all of the above, it would be fair to postpone eviction to April 30, 2026 and it would be unfair to postpone the eviction further.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after May 1, 2026.

March 12, 2026

Date Issued

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on November 1, 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.