



## **Order under Section 69 Residential Tenancies Act, 2006**

**File Number:** LTB-L-003431-24

**In the matter of:** 215, 20 WEST LODGE AVE  
TORONTO ON M6K2T4

**Between:** Toronto Seniors Housing Corp. acting as agent for Toronto Landlord  
Community Housing Corp

**And**

Wallace aka Wallace Walter Pleasant Tenant

Toronto Seniors Housing Corp. acting as agent for Toronto Community Housing Corp (the 'Landlord') applied for an order to terminate the tenancy and evict Wallace aka Wallace Walter Pleasant (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The application was heard by videoconference on March 12, 2026. The Landlord's legal representative Jesse Audette, the Tenant's legal representative Dominique Goolsarran, the Tenant, and the Tenant's Support Person James Timmons attended the hearing.

At the hearing, the parties engaged in mediation. As a result of the resolution discussion, the parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the terms and consequences of their consent.

### **Agreed Facts:**

1. The Tenant agrees that he will continue to work with his supports to assist in maintaining his tenancy in good standing.
2. If a breach of this order occurs, the Landlord agrees to notify the Tenant's Support Worker, James Timmins, by email at [jtimmins@nameres.org](mailto:jtimmins@nameres.org) and the legal clinic, Parkdale Community Legal Services, by email at [LT@parkdalelegal.org](mailto:LT@parkdalelegal.org). The Landlord agrees to

provide James Timmons and Parkdale Community Legal Services with seven (7) days to provide the Landlord with a response to the breach allegations before filing an application under Section 78 of the *Residential Tenancies Act, 2006* (the "Act") with the Landlord and Tenant Board.

3. The parties both acknowledge that the Tenant cannot read. Therefore, until notified otherwise, the Tenant directs and the Landlord agrees that any written communication sent to the Tenant regarding their tenancy should also be copied to the Tenant's Support Worker, James Timmins, by email at [jtimmins@nameres.org](mailto:jtimmins@nameres.org).
4. The Landlord agrees to respond to the Tenant's complaints about harassment in a reasonable time frame.

**On consent of the parties, it is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out in paragraphs 2 and 3, beginning March 12, 2026 and continuing to March 11, 2028.
2. The Tenant shall not commit an illegal act in the residential complex or impair the safety of persons in the residential complex, specifically:
  - (a) The Tenant shall not smoke in any common areas of the residential complex. For clarity, this is any area in the residential complex that is not in the Tenant's unit; and
  - (b) The Tenant shall not cause destruction to the rental unit or the residential complex; and
  - (c) The Tenant shall not threaten or physically assault any persons in the residential complex; and
  - (d) The Tenant shall not forcibly confine any person in the residential complex; and
  - (e) The Tenant shall not commit a breach of any court-imposed probation conditions while on the residential complex. For clarity, a breach would result from the appropriate Police Service with jurisdiction to do so, laying a charge against the Tenant for failure to comply with the Tenant's probation conditions. The act causing a breach of probation must have occurred on the residential complex; and
  - (f) The Tenant shall not commit theft of any property on the residential complex.
3. The Tenant, any occupants of the Tenant's unit, and/or any guests of the Tenant's unit shall not tamper with the life safety equipment in the residential complex, including but not limited to the smoke or carbon monoxide detector in the unit.

4. If the Tenant fails to comply with the conditions set out in paragraphs 2 and 3 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The Tenant shall pay to the Landlord the amount set out in paragraph 5 in accordance with the following schedule:
  - Payments of \$7.75 on or before the 15<sup>th</sup> day of each month starting April 15, 2026, and continuing each month until March 15, 2028.
7. If the Tenant does not make any of the required payments pursuant to paragraph 6 above in full and by the applicable deadline, the Tenant will start to owe interest. The monies owing shall bear interest at the post-judgement interest rate determined under subsection 207(7) of the Act. The Landlord has the right to collect the balance outstanding under this Order.
8. This order is in full and final settlement of all matters arising from the tenancy up to March 12, 2026.

**March 16, 2026**  
**Date Issued**

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Sandra Sabourin  
Hearings Officer, 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.