



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

Citation: MANTLER MANAGEMENT LTD. v DUMITRU, 2026 ONLTB 32786

Date: 2026-04-27

File Number: LTB-L-021601-26-SA

In the matter of: 401, 205 VODDEN ST E
BRAMPTON ON L6V1M9

Between: MANTLER MANAGEMENT LTD.

Landlord

And

MARIA PIROSKA DUMITRU

Tenant

MANTLER MANAGEMENT LTD. (the 'Landlord') applied for an order to terminate the tenancy and evict MARIA PIROSKA DUMITRU (the 'Tenant') because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on December 16, 2025 with respect to application LTB-L-072964-25.

The Landlord's application was resolved by order LTB-L-021601-26-AO, issued on March 16, 2026 and amended March 18, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-021601-26-AO.

This motion was heard by videoconference on April 21, 2026.

The Landlord's agent Dion Bowman, Landlord's representative Bill Burd and the Tenant attended the hearing. Georgemichael Campbell and Alexandra Giannousopoulos were witnesses for the Landlord. The Tenant met with Tenant Duty Counsel prior to the hearing.

Determinations:

The Breach

1. The Tenant disputed that she breached the order LTB-L-072964-25 issued December 16, 2025.
2. The Landlord's witness, Georgemichael Campbell ('GC'), a tenant who lives in the rental unit across the hall testified to two incidents on March 5, 2026. At 5:40 p.m. the Tenant began yelling and screaming in the hall outside GC's door, that she was locked out of her

unit. However, her son was home. The Tenant was in a meeting which was disrupted by this behaviour.

3. At 8:49 the Tenant followed GC down to the laundry room and stood in the hall either taking photos or a video of GC doing laundry. GC ignored her and then left the room, passing her on his way out. GC testified that she swore a vulgarity at him as he left. A video was produced which is not disputed by the Tenant, showing the Tenant standing in the hall for a while and using her phone, and then entering the laundry room after the GC left.
4. GC testified that the Tenant was ordered not to substantially interfere with the reasonable enjoyment of other tenants and specifically GC. She was also ordered not to use profanities in the building hallways, harass, intimidate, be hostile or engage in any nonconsensual verbal or physical contact with other tenants.
5. The Landlord, through the property manager, led evidence that another tenant, who they would not name, complained about hearing and seeing the Tenant swear at GC on March 5, 2026. They declined to give evidence of that tenant's rental unit or name, and that person did not attend to testify. Hearsay, while permitted before the Board, is still subject to the test of reliability and necessity. Reluctance to testify against another tenant in the residential complex is insufficient to establish necessity in this case. Moreover, the complete lack of name, rental unit or even ability to see or hear what may have been said makes the evidence entirely unreliable. It would be procedurally unfair to deny the Tenant cross-examination. I give the evidence no weight.
6. The Tenant did not dispute that she yelled and screamed in the hallway around 5:40 pm on March 5, 2026.
7. The Tenant does not dispute that she followed GC and admits to taking pictures of him. She produced the photos she took. She denies swearing. She says she thought he might have been a homeless person and she followed him down for that reason. She testified she took pictures, not of the GC, but of the front load washer which she insists is supposed to be left open to prevent odour. She then entered the laundry room to add money to and to run a washing machine to eliminate bed bugs. She acknowledged she had no laundry herself, and no other reason to go down to the laundry room.
8. I am not persuaded that the Tenant chose to leave her rental unit to follow a homeless person. She could have reported this person to the superintendent. She has known GC for 4 years. He lives across the hall from her, and she has historically and repeatedly had contact with him in some way. There was a previous LTB hearing involving GC. I also don't believe the Tenant chose to do this, and then at the same time chose to go take photos of the washing machine and also chose to run an empty washer to eliminate bed bugs. The tenant's version of events is unbelievable and internally inconsistent. For this reason, I prefer the testimony of GC, which is consistent with the video produced, and the Tenant's own photos and evidence of her actions.
9. I am therefore satisfied based on the evidence before me and the acknowledgements of the Tenant, that the Tenant failed to meet a condition specified in the mediated settlement signed by the parties on December 16, 2025 with respect to application LTB-L-072964-25.

The surrounding circumstances

10. As I am satisfied that the Tenant breached the order, the next issue before me is whether it would be unfair in all the circumstances to grant the Tenant's motion and set aside the eviction order.
11. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-021601-26-AO.
12. I have also considered that although the Tenant led evidence of mental health issues, she produced no documentation that would support how or if those mental health issues caused her to breach the order. The specific disorders which she testified she struggles with are not, on their face, the cause of her behaviour, which might raise a duty to accommodate. The Tenant led no evidence of a request for accommodation nor did she raise the issue. No evidence was provided that she has undertaken a modification of her behaviour with external supports that would minimize further impact to GC and other tenants. The Tenant appeared to have no insight into her actions.
13. In any event, the Landlord has in my view, accommodated to the point of undue hardship through the consent order at the previous hearing.
14. I have considered the Landlord's submissions that this is a long-standing issue of harassment between this Tenant and GC, that began as a romantic rebuff, has continued until GC is personally impacted and significantly uncomfortable in his home.
15. I am satisfied that GC was substantially interfered with by the breach, and that the repeated actions of the Tenant since the order was issued show a pattern of behaviour that amounts to harassment, aggression and obsession with this neighbour.

Lifting the stay

16. As I am denying the Tenant's motion, the next issue before me is when to lift the stay of the eviction order.
17. In this regard, I have considered that the Tenant has been in the rental unit for 12 years and lives with her teenage son. She receives Ontario Works income, which I accept will make it more difficult to find affordable housing.
18. However, the impact to GC and other tenants as a result of the Tenant's unchecked behaviour is significant and it would be unfair to delay eviction for a longer period than strictly necessary.
19. The exparte eviction order was issued on March 18, 2026. The Tenant has had just over a month to find alternate accommodations. I find that a further three weeks is not unfair in the circumstances.
20. The stay of order LTB-L-021601-26-AO is lifted on May 15, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-021601-26-AO, issued on March 16, 2026, is denied.
2. The stay of order LTB-L-021601-26-AO is lifted on May 15, 2026.
3. Order LTB-L-021601-26-AO is amended to alter the date of breach from March 6, 2026 back to March 5, 2026, but is otherwise unchanged.

April 27, 2026

Date Issued

Julie Broderick

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.