



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

Citation: Windsor Essex Community Housing Corporation v Montgomery, 2026 ONLTB 33399

Date: 2026-04-29

File Number: LTB-L-002256-26-SA

In the matter of: 65, 109 BRIEN AVE E
ESSEX ON N8M2N9

Between: Windsor Essex Community Housing Corporation Landlord

And

Barbara Montgomery Tenant

Windsor Essex Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Barbara Montgomery (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the mediated settlement agreed by the parties on December 17, 2025 with respect to application LTB-L-079255-25.

The Landlord's application was resolved by order LTB-L-002256-26, issued on January 14, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-002256-26.

This motion was heard by videoconference on February 11, 2026.

The Landlord's agent, J. Pisani, the Landlord's legal representative, B. Valley, and the Tenant attended the hearing.

Determinations:

1. The parties consented to a number of conditions as a result of a mediated order, entered into on December 11, 2025. Among the conditions, the Tenant was not to prop open doors leading into the residential complex, throw items from the balcony, yell or intimidate others on the residential complex, or cause excessive noise.
2. The Landlord filed their L4 application, alleging that a guest of the Tenant propped open the entry door to the building on December 12, 2025. In her written motion to set aside the Landlord's eviction order, the Tenant denied the breach.

3. At the hearing, the Landlord submitted into evidence a video of the incident alleged on December 12, 2025.
4. The Landlord's agent, J. Pisani (JP) said that there was a further breach of the consent order on January 9, 2026. JP said that they saw a guest of the Tenant come out of the rental unit with the Tenant's dog, and the guest used a key to the building. When JP asked him where he got the key, the guest responded that he is a guest of the Tenant and he refused to surrender the key to JP. JP said that the guest yelled at JP, which is another breach of the consent order.
5. JP said that the Landlord received a complaint about an incident on January 23, 2026, that occurred at 1 a.m. in front of the Tenant's door, involving an altercation. JP said that the breaches are only a small sample of the complaints received by the Landlord as a result of the Tenant's behaviour and that of her guests. JP also said that guests entering the building with keys supplied by the Tenant has led to fear amongst the other tenants, and safety concerns in the building.
6. The Tenant admits that the person in the video on December 12, 2025, was her guest. She said that she spoke to her guest on December 11, 2025, after the hearing, and she did not know the guest props open the door. The Tenant said that she told her dog walkers not to prop open doors. The Tenant said that there have been no incidents since that time, except for an incident when her guest followed a tenant into the building without buzzing her for entry. She denied that there was any altercation involving her or her guests on January 23, 2026. She also said that she never gave her key to a guest.
7. The Tenant said that she understands what she is prohibited from doing in the residential complex. She said that she has been a Tenant of the Landlord since 2015, her rent is \$139.00, and her only source of income is ODSP. She wants to remain in her unit.
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-002256-26 issued on January 14, 2026, for the following reasons.
9. The Tenant consented to a number of conditions on December 11, 2025, and there was a breach the next day. The Tenant's response to the breaches is to either deny them, or to make excuses for her own guests. She said that she strictly instructed them about the conditions, so it was not her fault if any of the conditions were breached. However, the Tenant is responsible for the behaviour of her guests in the residential complex. The Landlord's evidence is that there have been at least three known breaches of the conditional order since December 2025, and the first occurred the day after the hearing. Therefore, the Landlord has no confidence that the Tenant is able or willing to comply with the conditional order. I find that the evidence shows, on a balance of probabilities, that the Tenant is not able or willing to comply with the conditions of the order she consented to on December 11, 2025. The Landlord is unable to ensure the safety and reasonable enjoyment of their other tenants as long as the tenancy continues. The Tenant and her guests are causing a number of different types of disturbances in the residential complex. Therefore, it is prejudicial to the Landlord for the tenancy to continue.
10. The Tenant has a highly subsidized rent, and a very strict income of ODSP. She may need a bit more time to find an alternative place to live. Therefore, I find that it is not unfair to lift the stay of order LTB-L-002256-26 on May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-002256-26, issued on January 14, 2026, is denied.
2. The stay of order LTB-L-002256-26 is lifted on May 31, 2026.
3. Order LTB-L-002256-26 issued on January 14, 2026, is unchanged.

April 29, 2026

Date Issued

Nancy Morris

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.