



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

Citation: Toronto Community Housing Corporation v Cochrane, 2026 ONLTB 35612

Date: 2026-05-05

File Number: LTB-L-000863-26-SA

In the matter of: 204, 123 SACKVILLE ST
TORONTO ON M5A3E8

Between: Toronto Community Housing Corporation Landlord

And

Ryan Cochrane Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Ryan Cochrane (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on December 3, 2025 with respect to application LTB-L-051456-25-SA.

The Landlord's application was resolved by order LTB-L-000863-26, issued on January 12, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-000863-26.

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

The Landlord's agent, T. Allan, the Landlord's legal representative, J. Ratnakumaran, the Tenant, and the Tenant's legal representative, S. Warner, attended the hearing. The Landlord's witness, M. Jones, also attended the hearing.

Determinations:

1. The Tenant admits the breach of a condition specified in the order issued by the LTB on December 3, 2025 with respect to application LTB-L-051456-25-SA. He failed to comply with the set aside order that ordered him to bring his rental unit into compliance with fire, safety, property and other relevant standards by December 31, 2025.
2. The set aside order of December 3, 2025, was not a consent order.
3. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-000863-26, issued on January 12, 2026, for the following reasons.

4. The order issued on December 3, 2025, was not, as mentioned above, issued on consent. The order was arrived at by the Member after the Landlord had filed an earlier L4 application for a breach of an earlier order, and the Tenant filed a motion to set the eviction aside. The earlier order was a review order, replacing an eviction order. After the review hearing, the parties consented to an order in which the Tenant was to bring his unit into compliance with fire, safety, property and other relevant standards by June 19, 2025, and then maintain it in compliance. That order, LTB-L-083831-23-RV, arrived at on consent, was issued on April 28, 2025. The Tenant breached the review order, and the Landlord had obtained an *ex parte* eviction order. At a set aside for that eviction order, the parties again consented to replace the eviction order with an order for the Tenant to bring the unit into compliance by December 31, 2025. The Tenant now admits that he did, in fact, breach the consent of December 3, 2025.
5. Based on the above recounted series of events, the issue of the unit condition has been ongoing for a long time. The Tenant repeatedly agrees to bring his unit into compliance, and then he breaches. The Landlord provides the Tenant a further opportunity, and the Tenant breaches.
6. At the hearing, the Tenant states that he has a number of disabilities that impede his ability to bring his unit into compliance. He said that he has a drug addiction that he is treating with ongoing methodone, but it makes him "tired and lazy". Nevertheless, the Tenant said that he is continuing to de-clutter and clean his unit. He said that the clutter is primarily clothes, and he has already thrown out a lot of the excess clothing.
7. The Tenant said that he received storage containers from aboriginal services, and he picked them up a few days prior to the hearing. He submitted into evidence a number of photos that he said were taken by his girlfriend the day before the hearing. There were photos of his closet, bathroom, bedroom, hallway, living area window. He said that he continues to work on it, and the clutter does not consist of garbage and there are no bad odours. He also said that he is unable to read or understand the Landlord's notices of entry for inspection, and he requires his girlfriend to read them.
8. The Tenant said that he has lived in the rental unit about seven or eight years, and he has lived in subsidized housing all his life. He said that ODSP is his only source of income. He said that he has been incarcerated a number of times, he is dyslexic, and he has drug addictions.
9. I do not find that the Tenant has provided evidence to support a reason to set aside the Landlord's eviction order for the following reasons.
10. There is no credible evidence of a change in circumstances, nor is there new evidence to prove that anything has changed since issuance of the eviction order in January 2026. Despite the eviction order of January 12, 2026, the Tenant himself admits that he did not start cleaning anything until shortly before this hearing. The Tenant has repeatedly agreed to bring his unit into compliance, and he fails to do it. He has been provided multiple opportunities to do it, as this matter has been ongoing for almost three years. The Landlord's witness, M. Jones (MJ) is the superintendent at the residential complex. He said that he has been impeded from treating the unit for pests for five years because of all the clutter. He also said that he has received complaints about the Tenant from other tenants. MJ said that he does not believe the unit is improving, but it is actually getting

worse. He said that he has personally delivered all the notices of termination to the Tenant the last number of times by putting it in the hands of the Tenant's girlfriend.

11. Based on the photos submitted by the Tenant himself, I find the testimony of MJ credible. It is not at all clear from the photos that the condition of the unit has much improved. The Tenant has promised to keep improving the unit for the last three years, and he has not done it. The Landlord has been obliged to file applications at the Board repeatedly because of this problem.
12. In the *Human Rights Code*, R.S.O. 1990 ('HRC'), the Landlord has a duty to accommodate the Tenant to the point of undue hardship because of their disabilities, pursuant to subsection 2(1) and 17(1) of the HRC. It is undisputed that the Tenant suffers from a range of disabilities. However, I find that the Landlord has accommodated these disabilities to the point of undue hardship. The Landlord has given the Tenant three years, has offered assistance, as well as further chances, to bring his unit into compliance and to therefore preserve his tenancy. The Tenant did not disclose any further types of accommodation that have been requested, or that the Landlord has refused, except now to give him yet another chance. Providing further chances has not worked for the last three years, and I find it is therefore unlikely to work going forward. The Landlord has been unable to treat the unit for pests in an environment that is ripe for a pest problem, and this is causing severe prejudice to the Landlord's ability to maintain the residential complex in a good state of repair and fit for habitation, complying with health, safety, housing and maintenance standards. The Landlord has a duty to provide a maintained, clean and safe residential complex for all the other tenants in the building, and the Tenant's conduct is preventing the Landlord from doing that. Other tenants are complaining about the Tenant. Consequently, I find that the Landlord has accommodated the Tenant to the point of undue hardship as they have been unable to provide a safe environment for all their tenants for a number of years because of the Tenant's conduct.
13. The Tenant has lived in the rental unit for a lengthy period of time, and he has a very limited income. He has lived in subsidized housing all his life, and he has a number of complex disabilities that will require him to have a bit more time to find alternative accommodation. Therefore, I find that it is not unfair to delay lifting the stay of the eviction order to June 30, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-000863-26, issued on January 12, 2026, is denied.
2. The stay of order LTB-L-000863-26, issued on January 12, 2026, is lifted on June 30, 2026.
3. Order LTB-L-000863-26 is unchanged.

May 5, 2026
Date Issued

Nancy Morris
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.