



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-030057-24

In the matter of: 654 ROMAINE ST
PETERBOROUGH ON K9J2E4

Between: Rachelle Kassinger Tenant

And

Community Living Trent Highlands Landlord

Rachelle Kassinger (the 'Tenant') applied for an order determining that Community Living Trent Highlands (the 'Landlord') substantially interfered with the Tenant's reasonable enjoyment of the rental unit.

This application was heard by videoconference on June 9, 2025 and April 20, 2026.

The Landlord's agent Teresa Jordan, Landlord's legal representative Elizabeth Cunningham, Tenant's personal representative Carolyn Troughton, and the Tenant's legal representative Mitchell Kent attended the hearing. Shaun Harvey attended as the Tenant's legal representative on June 9, 2025.

Preliminary Issue:

1. The parties made oral submissions on the first hearing date regarding the potential remedies available for the Tenant in the application. LTB-T-030057-24-IN was issued on July 24, 2025 narrowing the scope of the application and available remedies should the application be successful.

Determinations:

2. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Testimony of Carolyn Troughton

3. Ms. Troughton is the mother of the Tenant and legal guardian of her daughter. The Tenant is 35 years old, non-verbal, and needs assistance with daily living. She requires constant supervision and 24/7 care for every aspect of daily living. Specifically, the Tenant requires assistance for showering, eating, and being brought to and directed to the washroom.

4. Overnight, the Tenant needs assistance using the washroom, changing into pyjamas, and must be monitored throughout the night due to potential seizures.
5. The Tenant receives care from personal support workers employed by the Landlord. Through the Tenant's agent, the Tenant has requested that only female staff are permitted to provide intimate care. The witness testified that female-only intimate care was essential to preserve the Tenant's dignity and safety.
6. In August 2021, the witness became aware that a male staff member had been hired and had worked the overnight shift for approximately three months. She raised the issue with the Landlord's board of directors and was able to explain to them that the Tenant required intimate care from female staff only. Although she felt the board did not believe the policy needed to be changed, she understood the issue to be resolved to her satisfaction at that time. The Landlord described to the witness that male overnight staff were a rare occurrence and a last resort.
7. The Landlord would notify the witness in advance if a male staff were to be working overnight. In 2023, the witness received multiple calls from the Landlord informing her that male staff were scheduled to work overnight. She was informed that when two permanent female staff members called in sick and were unable to cover for each other, an emergency request for staff would go out, and the first person to respond would be assigned the shift. On occasion this could be a male. The witness testified that this situation occurred more than 14 times in 2023, and she raised concerns with the Landlord whenever she became aware.
8. On November 3, 2023, the witness submitted a written complaint to the Landlord, which was entered into evidence. In the letter, she stated that basic hygiene could not be met overnight if only male staff were present, as a female would need to attend for intimate care. She testified about an example from October 7, 2023, when there was a male staff overnight and the Tenant had an incident. As male staff could not provide intimate care, the Tenant had to wait overnight before being cleaned. The witness stated that being left uncleaned for an extended period was a violation of her daughter's dignity.
9. The witness escalated her concerns to the executive director and sent an email on November 11, 2023, to Carol Kelsey, then the board president, asking that male staff not be scheduled overnight. At that time, the witness was aware of approximately eight specific dates when males covered overnight shifts, though she could not recall all dates precisely. She testified that, in her view, the total number of incidents exceeded 25. Ms. Kelsey responded that the staffing policy would not change.
10. The witness indicated that the Landlord eventually stopped notifying her when male staff were scheduled overnight. She stated that, to her knowledge, the Tenant did not actually receive intimate care from male staff in 2023. She also testified that the Landlord did not have a clear complaint-response process and appeared to develop one as issues arose.

11. On December 6, 2023, the witness made a presentation to the board, which was entered into evidence, asserting the Tenant's right to dignified hygiene and care. A written response dated November 18, 2023, was also entered into evidence, as were emails dated February 29 and March 1, 2024 regarding communications between the parties.
12. By that point, the witness testified that the Tenant was receiving the same level of intimate care as before, provided only by female staff. A final report from the Landlord, created sometime in March 2024 and entered into evidence, emphasized that they are prioritizing dignity, personal choice in support staff, and individualized support based on all tenants' unique needs. The witness stated that while the Landlord's staff are otherwise extremely pleasant, she is strictly against the presence of male staff overnight.
13. The witness further testified that she was threatened with trespass if she did not change her "belligerent ways." She emphasized the importance of being able to visit and protect her daughter.
14. During cross-examination, the witness clarified that references to 96 incidents of males being present overnight in the amended application were based on the number of times overnight staff called in sick, not confirmed instances of males being present overnight. She testified that she could specifically identify approximately seven or eight dates where males covered overnight shifts. She reiterated that, to her knowledge, no male provided intimate care in 2023.
15. The Tenant's overall position is that the Landlord interfered with care services by failing to accommodate the need for female-presenting staff for intimate care. It was argued that female-only intimate care constitutes a human rights accommodation and that the Landlord failed to provide appropriate accommodation under the *Residential Tenancies Act* (the 'Act') and the *Human Rights Code* (the 'Code'). The Tenant seeks an order that the Landlord must provide female-presenting staff overnight.

Evidence of the Landlord

16. The Landlord relied on two affidavits from Teresa Jordan, which were entered into evidence. The Tenant did not object to the Landlord proceeding by way of affidavit and were provided an opportunity to cross-examine the witness. The affidavits swear to the following information.
17. The Landlord is a not-for-profit organization that operates 17 group homes across Kawartha Lakes, Haliburton, and Peterborough. The Tenant has lived in their facility since 2011 where she receives room, meals, and 24-hour support funded through ODSP. The home houses eight adults, and care is provided by Developmental Service Workers, who are unionized employees. The Landlord does not employ medical staff.
18. The Landlord typically schedules two female staff for overnight shifts, but staffing is governed by a collective agreement that does not permit gender-specific hiring or scheduling guarantees. When overnight shifts cannot be filled internally, an organization-wide "SOS Alert" is issued.

19. While most SOS-covered overnight shifts in 2023 and 2024 were filled by female staff, some were covered by male staff when female staff were unavailable.
20. In 2023, there were 100 “SOS alerts” sent out to their employees that an overnight shift required a staff member to fill-in for an unexpected absence. Of those 100 nights, 86 were filled by female staff and 14 filled by male staff.
21. In 2024, there were 96 “SOS alerts” sent out to their employees that an overnight shift required additional staff coverage. Of those 96 nights, 74 were filled by female staff and 22 filled by male staff.
22. The Landlord maintains an Individual Support Plan and a Personal Care Protocol for the Tenant, both of which are regularly updated with input from Ms. Troughton. Historically, Ms. Troughton expressed a preference for female staff to provide personal and overnight care. The Landlord advised that it would accommodate this preference where possible but could not guarantee exclusively female overnight staffing.
23. Between 2021 and 2023, Ms. Troughton raised repeated concerns about male staff working overnight shifts. The Landlord responded through meetings, protocol updates, and assurances that male staff would avoid providing personal, intimate care unless necessary.
24. In late 2023, Ms. Troughton submitted a formal complaint requesting that overnight coverage always be provided by female staff and that a camera be installed if a male staff member were alone with her daughter. The complaint was reviewed through a board subcommittee process established under provincial legislation. The Landlord’s response noted that guaranteeing only female overnight staff would conflict with the collective agreement and human rights obligations as an employer.
25. In February 2024, the Landlord’s board subcommittee concluded that requiring exclusively female overnight staff would be inconsistent with the Landlord’s governing principles, the collective agreement, and the Code. The Landlord’s board recommended continued review of the Tenant’s support plan and protocol, efforts to reach agreement on care preferences, and consideration of alternative arrangements if agreement could not be achieved.
26. The Tenant’s Individual Support Plan and Personal Care Protocol have continued to be reviewed and updated, most recently in late 2024 and March 2024, respectively. The Landlord’s staff maintain regular communication with Ms. Troughton regarding her daughter’s care and any ongoing concerns.
27. In cross-examination, Ms. Jordan was asked if she knew, for certain, that a male provided personal, intimate care to the Tenant. The witness confirmed that she has no personal knowledge of such an incident and does not believe it ever occurred. To support her belief, the witness confirmed that on one occasion the Tenant was left in soiled clothing as there was no female staff overnight to assist to provide intimate care.

28. The witness was also asked if she has knowledge about an ultimatum given to the Tenant regarding making her own arrangements for intimate care if there was no female staff present. Ms. Jordan confirmed that the Landlord does not consider gender when providing services to the Landlord's tenants. Ms. Jordan testified the Landlord focuses on trained and competent staff. Ms. Jordan explained that, if the Tenant wishes to have a particular gender providing personal intimate care, they have the ability to hire independent support that meets their specific needs.

Analysis

29. The Tenant's application is based on substantial interference with the Tenant's reasonable enjoyment of the rental unit as a result of the Landlord's failure to provide care services pursuant to the Act.

30. Section 21 of the Act states:

21 (1) A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

31. The crux of the Tenant's evidence is that, on a periodic basis during overnight shifts, the Landlord has failed to ensure that female-presenting staff are available to provide the Tenant with personal and intimate care. There is no dispute that the Tenant, through Ms. Troughton, requested this accommodation.

32. The Tenant submits that the absence of female staff during certain overnight shifts constitutes a failure to provide services contrary to section 21 of the Act. The Tenant further submits that this failure amounts to a breach of the Code.

33. The Landlord maintains that it has accommodated the Tenant's needs to the point of undue hardship and emphasizes that male staff have never provided the Tenant with intimate personal care.

34. Having considered the evidence and the submissions of the parties, I do not find that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit. The evidence demonstrates that the Landlord has implemented precautionary protocols in relation to the Tenant's personal care and has made reasonable efforts to comply with the Tenant's requests to the extent possible.

35. I find that the Landlord has met its obligations under the Act. The Tenant's evidence does not establish actual harm or impropriety. On the contrary, the evidence before the Board indicates that the Tenant, through Ms. Troughton, is generally satisfied with the care provided except for the occasional instances when overnight staffing consisted solely of male staff.

36. I therefore do not accept the Tenant's position that the Landlord failed to provide adequate care services resulting in an interference with the Tenant's reasonable enjoyment of the rental unit. The onus rests with the Tenant to establish both the standard of care and that the Landlord breached that standard. On a balance of probabilities, I am not satisfied that the Landlord's conduct interfered with the Tenant's reasonable enjoyment.
37. The evidence establishes that on a limited number of occasions the Landlord staffed overnight shifts exclusively with male-presenting employees. I find that this fact alone does not constitute a breach of the Act. The Landlord's inability to fulfill the Tenant's preference for female staff on every occasion does not amount to a breach of the Act. There are no allegations of impropriety involving the Landlord's staff, and I find the Landlord's efforts to accommodate the Tenant's requests to be reasonable in the circumstances.
38. The parties agree that there was one instance in which the Tenant remained in soiled clothing overnight because only male staff were on duty. It is clear that the one instance occurred due to limitations of female staff availability. As I have found that there is no requirement under the Act for the Landlord to provide only female-presenting staff, the one instance of the Tenant needing assistance overnight is the only potential breach of the Act pled. While this situation is unfortunate, the evidence shows that the Tenant, through Ms. Troughton, specifically requested that male staff not provide assistance if no female staff were available. The Tenant was advised of the option to arrange for independent assistance in such circumstances but did not do so. I find that this one-time incident does not arise from a breach of the Act by the Landlord.
39. The Tenant asserts that the Landlord breached the Code by failing to ensure that exclusively female staff were present at all times. However, the evidence does not clearly establish how the Landlord's conduct constitutes discrimination on the basis of a protected ground. Further, even if discrimination had been established, I would find that requiring the Landlord to guarantee the permanent presence of female staff at the residential complex would result in undue hardship. An order requiring the Landlord to provide only female-presenting staff overnight may itself raise concerns under the Code, given the requirement of equal treatment in employment without discrimination based on gender.
40. Finally, the Tenant sought additional orders from the Board regarding the Landlord's alleged failure to provide medical documentation and an order prohibiting the Landlord's agent from attending the rental unit. There was no evidence presented at the hearing to support the claim that the Landlord failed to provide medical documents to the Tenant. Accordingly, I find no breach of the Act for this allegation. Furthermore, while the Tenant's mother testified that she inferred she might be denied access to the rental unit, the evidence indicates that she was never, in fact, denied access. I am therefore unable to find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit. There is no evidence that the Tenant's guests were prohibited from attending the residential complex.
41. For all of these reasons, I find that the application must be dismissed.

It is ordered that:

1. The T2 application is dismissed.

May 7, 2026
Date Issued

Brett Lockwood
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.