



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

Citation: St. Clare's Multifaith Housing Society v Winters, 2026 ONLTB 37924

Date: May 11, 2026

File Number: LTB-L-005512-26-SA

In the matter of: 403, 2 MURRAY ST
TORONTO, ON M5T1T7

Between: St. Clare's Multifaith Housing Society Landlord

and

Kat Winters Tenant

SET ASIDE MOTION ORDER

Procedural History of Application

St. Clare's Multifaith Housing Society (the 'Landlord') applied in a L4 application seeking an order to terminate the tenancy and evict Kat Winters (the 'Tenant') because the Landlord claimed that the Tenant did not meet a condition specified in the mediated agreement made by the parties on December 18, 2025 and issued by order January 8, 2026 with respect to L2 application LTB-L-081047-25 (the 'Mediated Agreement').

The Landlord's L2 application was resolved by order LTB-L-005512-26, issued on January 26, 2026, which terminated the tenancy effective February 6, 2026 (the 'L4 Order'). The L4 Order was issued without a hearing being held.

On January 28, 2026 the Tenant filed a motion to set aside the L4 Order.

The set aside motion was heard by videoconference on February 23 and April 28, 2026. The Tenant attended with their agents and support people Taylor David (non-legal case worker, Salvation Army) and Myriam Frausto. The Landlord's agent Ted Yoon (manager for funding and partnership) attended on behalf of the Landlord, with their legal representative Sana Hayat (paralegal). The Landlord's witnesses Tina Le (director of property management) and Linda Ogochukwu (after hours staff) attended for a portion of the hearing to give testimony.

NOTE: The Tenant advised the pronouns he/him or they/them were acceptable, but they preferred they/them.

Determinations:

There was a Breach of the Mediated Agreement

1. The L4 application claimed, and the L4 Order determined that: *The Tenant breached the order by engaging in aggressive behaviour towards the Landlord's staff on January 10, 2026.* The Tenant disagreed with the determination because he claimed he never breached any conditions and the L4 Order should be set aside.
2. The Landlord's agent Tina Le testified that on January 10, 2026, the building had suffered a loss of power through most of the day. She acknowledged that the situation probably caused frustration for the residents of the building because it took several hours for Toronto Fire Service ('TFS') to rectify the issue. Multiple fire alarms went off during the day and night. Even after TFS reset the fire panel and left the building, they had to be called back to investigate further because the fire alarm kept going off again. It was eventually discovered that someone had pulled a fire station on one of the building floors, so the specific pull station (not just the panel) had to be reset for the fire alarms to permanently stop.
3. Ms. Le testified that while she was attempting to do her job (such as install temporary sticky lights in the dark stairwell, hand out flashlights to residents, escort TFS up to the fire panel location, and direct residents in the lobby), the Tenant impeded her attempts to conduct her work by acting aggressively towards her.
4. Ms. Le admitted that earlier in the day the Tenant was helpful around the lobby area because they were assisting residents who could not use their fob due to the power outage. However, when the fire alarms and power outage continued for longer, the Tenant started to get more frustrated and aggressive in their behaviour. They yelled at her very close to her face that the building staff were incompetent. They dangled keys in her face. She could smell alcohol on their breath. Ms. Le also testified that to avoid the Tenant she and the after-hours staff Linda went into the office and did not answer the office door when the Tenant kept knocking.
5. The Landlord's witness Linda Ugochukwu also testified that she witnessed the Tenant's aggressive behaviour on January 10, 2026. She testified that the Tenant was distracting the building staff from assisting the fire department. She saw the Tenant had keys in their hand and was calling the staff incompetent, including herself and Tina.
6. The Tenant denied breaching the mediated agreement. They admitted to drinking 2 beers on January 10, 2026 but insisted they were not intoxicated. As an alcoholic, they said it would take much more consumption of alcohol to have any effect on them.
7. The Tenant denied talking to or yelling at any of the staff. They were with their friend Tom so perhaps the Landlord's witnesses were confusing Tom's behaviour for their own. As the president of the tenant's association of the building, the Tenant admitted they were in the lobby area at some points of the day, helping to assist residents because their fobs were not working due to the power outage. They denied making any gestures towards either Tina or Linda or any other staff members.

8. The Tenant testified that what happened on January 10, 2026 was an emergency situation. Residents are not supposed to stay in their units when the fire alarm is going off. They completely denied being aggressive towards the Landlord's staff in any way or being intoxicated.
9. Based on the evidence, I am satisfied that the Tenant breached the mediated agreement by being aggressive towards the Landlord's staff by yelling at them, dangling keys at one of them, and interfering with the staff trying to assist the TFS.
10. Even though the Tenant denied being intoxicated (due to their high tolerance for alcohol), I find the Tenant's testimony was not as reliable as the Landlord's staff, because the Tenant admitted to some alcohol drinking that day.
11. I preferred the testimony of Ms. Le who submitted a written incident report she had prepared immediately after the incident (on January 10, 2026) when the information was still fresh. Her testimony regarding the Tenant's aggressive behaviour was corroborated by the after hours staff Ms. Ogochukwu who saw the Tenant yelling about the staff being incompetent.
12. I am satisfied from the Landlord's two witnesses present at the building on January 10, 2026, that the Tenant acted aggressively towards staff and breached the mediated agreement.

The Surrounding Circumstances

13. Since I have determined that the Tenant breached the previous order, the next issue is to determine whether it would not be unfair in all of the circumstances to set aside the L4 Order. For the following reasons, I find that it would be unfair to grant the motion.
14. The Tenant testified that they did not want to preserve this tenancy. The Tenant has been looking for alternate housing and has been on a waitlist for Toronto Community Housing ('TCH') for about a year. They testified that every week they apply to 5 - 10 places and is actively trying to move. If they were evicted from this building, they would lose priority and move to the bottom of the TCH list because the current rental unit is in a building which is designated as supportive housing.
15. The Tenant advised they are fairly confident that they will find a new place to live within 3 months, and 100% certain within 6 months for sure. They were asking for a delay in lifting the stay of the L4 Order.
16. I am satisfied the Tenant's circumstances have changed since the mediated agreement was made. Their health challenges have increased. They were diagnosed with lung cancer. They also suffer from pneumothorax (collapsed lung) and they are currently waiting to get a valve inserted in their chest to relieve pressure. Their medications cause unpredictable side effects.
17. The Landlord's agent and legal representative requested that the stay be lifted much sooner than the 3 – 6 months' delay the Tenant was requesting. The Landlord's agent submitted that very soon after the mediated agreement was issued, the Tenant breached the order within days. The Landlord is required to provide a work environment that is free

from harassment and complies with employment standards. Multiple staff members have complained of aggressive conduct from this Tenant and been frightened around them.

The Stay Is Lifted on November 12, 2026

18. I am satisfied that in the circumstances it would not be unfair to delay lifting the stay after 6 months. The incident of January 10, 2026 was an unexpected emergency situation. It was a stressful day and night, with several hours of frustrating events occurring at the building. The Tenant did breach the prior order by yelling at the staff and impeding their interactions with TFS, but fortunately no other serious consequences occurred (such as property damage, financial expenses, or anyone getting hurt). The Tenant's behaviour was aggressive, but they were allowed to be drinking throughout the day and could not avoid having to come out to common areas during the multiple fire alarms.
19. I am satisfied that the Tenant is a vulnerable person, living with serious medical diagnoses, which have become more challenging since the L2 hearing and mediated agreement were conducted. The Tenant is currently receiving priority for the TCH list due to this rental unit being in a building that is designated as a supportive housing facility. Evicting the Tenant too quickly would likely result in the Tenant losing the priority status on the waitlist for TCH, and cause even more challenges and hardships for the Tenant.
20. The Landlord is required to provide accommodation (up to the point of undue hardship) for tenants who have a *Human Rights Code* enumerated ground. This Tenant has a disability and suffers from serious medical diagnoses including cancer, alcoholism, and pneumothorax. The Landlord made no submissions how they would suffer any undue hardship or serious prejudice if the lifting of the stay on the L4 Order were delayed by a few months.
21. It is my decision to grant the Tenant a delay of 6 months before the stay is lifted from the L4 Order and before any eviction can be enforced. Hopefully this delay allows the Tenant the time they need to arrange their affairs, find alternate housing, and move.

It is ordered that:

22. The motion to set aside the L4 Order LTB-L-005512-26 issued on January 26, 2026 is denied.
23. The stay of the L4 Order is lifted after a 6 month delay, on November 12, 2026.

May 11, 2026
Date Issued

Michelle Tan
Vice Chair, 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.