



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

Citation: TBDSSAB Housing Programs v Throupe, 2026 ONLTB 38206

Date: 2026-05-13

File Number: LTB-L-017915-26-SA

In the matter of: 424, 230 AMELIA ST W
THUNDER BAY ON P7E6H2

Between: TBDSSAB Housing Programs

Landlord

And

Jessica Throupe

Tenant

TBDSSAB Housing Programs (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Throupe (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 order issued by the LTB on February 17, 2026 with respect to application LTB-L-093354-25.

The Landlord's application was resolved by order LTB-L-017915-26, issued on February 17, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-017915-26.

This motion was heard by videoconference on April 14, 2026.

The Landlord's agent Jennifer Fenton, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on February 17, 2026, with respect to application LTB-L-093354-25. Specifically, guests of the Tenant seriously impaired the safety of another tenant in the residential complex.
2. The Landlord's agent submitted copies of a security report, a timeline of events, and still images taken from a security camera located in the common area hallways of the residential complex.

3. The Landlord's agent testified that a male individual entered the residential complex and assaulted someone. After that, the male went to a different unit in the building and eventually was permitted entry to the Tenant's rental unit. The Landlord's agent gave evidence that a female individual also goes to the Tenant's rental unit and is permitted entry.
4. The Tenant leaves her rental unit, and subsequently the male and female guests of the Tenant leave the Tenant's unit. The Landlord's agent testified that the Tenant's guests then attended at another rental unit in the residential complex, broke down the door, and assaulted the tenant in the other rental unit.
5. The Tenant testified that she did not let the two individuals into the building, and they did not come to her unit first. I interpret this to mean the Tenant's position is that the individuals were not asked or invited to come to the Tenant's rental unit and therefore, are not her guests.
6. The Tenant's evidence is that she does not know the male individual and has not seen him since. The Tenant submits that they did not know the assault occurred and that the assault was perpetrated on their best friend's father.
7. The Tenant acknowledged on cross examination that she was "hanging out" with the male individual testifying he "brought me snacks". The Tenant explained that she left the two individuals in her rental unit because she "was drunk".

Analysis

8. At the outset of the hearing, I raised the issue that the clause of the order the Tenant is alleged to have breached reads as follows:

For the duration of the tenancy, the Tenant shall not seriously impair the safety of anyone in the residential complex. If the Tenant fails to comply with the condition set out in this paragraph 4, the Landlord may apply under section 78 of the Residential Tenancies Act, 2006 (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

9. The order makes no mention of the Tenant's guests who are the ones who allegedly committed the serious impairment of safety. The Landlord's agent submits that at the first hearing on February 9, 2026, the parties explicitly agreed that the consent order would require the Tenant and their guests to not seriously impair the safety of anyone in the residential complex.
10. I reviewed the hearing recording from February 9, 2026, because absent an agreement or acknowledgement that the Tenant is responsible for the conduct of their guests, there can be no breach of the previous order and the Tenant's motion must be granted.

11. The hearing recording shows that the Landlord and Tenant were both represented at the hearing on February 9, 2026. Further, the Landlord's representative specifically recites the term of clause 4 of the consent order as, "The Tenants or their guests...".
12. The phrase "or their guests" was confirmed and repeated by the Adjudicator, and the Tenant's representative acknowledging that clause 4 of the order pertains to both the Tenants and their guests.
13. Despite the Landlord's representative not requesting to review the underlying order to correct the phrasing to include "and their guests", I am satisfied that the parties' agreement and the intent of that agreement on February 9, 2026, was to bind the Tenant to not permit their guests to seriously impair the safety of other individuals in the residential complex.
14. Therefore, while the Tenant asserts that they had no knowledge of the events that transpired after the two individuals left her rental unit, the Tenant permitted these individuals entry to her rental unit at which point they became her guests.
15. The Tenant took no steps to escort her guests from her unit or ensure that her guests did not seriously impair the safety of others. The Tenant left the rental unit due to intoxication and left two individuals whom she was not well acquainted in the rental unit. Those individuals then left the rental unit and committed an assault.
16. In these circumstances, the Landlord has proven that the Tenant breached order LTB-L-093354-25, when her guests seriously impaired the safety of another tenant in the residential complex.

The surrounding circumstances

17. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-017915-26.
18. The Tenant's lack of knowledge of the actions of her guests could be viewed as both mitigating and aggravating. It was clear from the Tenant's testimony that she did not participate in, or instruct, the two individuals to commit the assault.
19. Despite the Tenant's lack of participation, it was a direct result of the Tenant permitting guests into her rental unit with whom she was not well acquainted and her failure to supervise those guests, that precipitated the impairment of safety.
20. In these circumstances, it would be unfair to set aside the order.

The stay is lifted on May 31, 2026

21. The order in LTB-L-017915-26 terminates the tenancy on a non-voidable basis on May 31, 2026. The Tenant requested that this date be considered as the date the stay should be lifted.
22. The Landlord's agent made submissions that the stay should be lifted immediately.

23. Order LTB-L-017915-26 provides for non-voidable termination of the tenancy on May 31, 2026. The breach proven by the Landlord does not pertain to the Tenant causing an impairment of safety and accordingly, I find it is appropriate that the stay be lifted on May 31, 2026, to coincide with the original date of termination.

24. The stay of order LTB-L-017915-26 is lifted on May 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-017915-26, issued on February 17, 2026, is denied.
2. The stay of order LTB-L-017915-26 is lifted on May 31, 2026.
3. Order LTB-L-017915-26 is unchanged.

May 13, 2026
Date Issued

Kyle McGraw
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.