



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

Citation: Matrix Non-Profit Housing Corporation v Westell, 2026 ONLTB 41169

Date: 2026-05-27

File Number: LTB-L-013256-26-SA

In the matter of: 206, 141 WOOLWICH ST
GUELPH ON N1H8M5

Between: Matrix Non-Profit Housing Corporation Landlord

And

Robin Westell Tenant

Matrix Non-Profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Robin Westell (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on January 15, 2026 with respect to application LTB-L-083337-25.

The Landlord's application was resolved by order LTB-L-013256-26, 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-013256-26.

This motion was heard by videoconference on May 21, 2026.

The Landlord's agent Joel Liverpool, Landlord's representative Sara Murtafda, the Tenant's representative Gerald Punnett and the Tenant attended the hearing.

Determinations:

The Breach

1. The Tenant disputes that she failed to meet a condition specified in the order issued by the LTB on January 15, 2026 with respect to application LTB-L-083337-25. The Landlord alleged in their L4 application that the Tenant refused entry on February 2, 2026 contrary to the Board's order.
2. The Landlord provided evidence that the Landlord served the Tenant a valid notice of entry on January 30, 2026 for a pest inspection on February 2, 2026.

3. The Tenant testified that she was never served a notice of entry. She acknowledges receiving the written notice but denies it was valid notice of entry because she requested 'audio communication' in September of 2025 and it was never complied with. She submits this is an accommodation that must be complied with.
4. The Landlord agrees they received the Tenant's request for 'audio communication'. however the Tenant failed to provide a phone number for voice mail to be left, or her legal counsel's contact information. They responded by sending her a written form to fill out. The Tenant did not reply to that form.
5. It appears this case is not about whether there was a valid notice of entry, but whether the written notice of entry given was invalidated because it did not accommodate the Tenant. I note that the previous order did not order the Landlord to serve the Tenant in any particular way.
6. The Tenant's testimony about why she refused entry was contradictory often unreliable and without supporting documentation. At one point she insisted that she needs audio communication, but submits it cannot be in the form of voicemail or any voice message on her computer. She cannot have the message 'in her home' because of the residual impact of a conversation in which she felt mocked by members of the Landlord's staff. The Tenant, although she insists she cannot absorb written documents or computer based documents, attended the hearing with only paper documentation and a pad and pen to write. She also acknowledged that if the document is not complex, she can absorb it. Despite that I accept she has suffered some form of brain damage injury, and some difficulty was observed in the hearing room, other statements, like the inability to read written documents, and the contradiction about audio format left raised issues of reliability as to the role the Tennat's disability plays in her refusal to permit entry. The Tenant submits the source of her injury is chemical treatment for pests 40 years ago but provided no medical documentation in support of that contention to help understand the affect that injury has on the Tenant's ability to comply with the Board's order.
7. Finally, I have considered that in contradiction to the statement that she insists she needs audio communication, the Tenant testified she wanted a method of notice of entry that was not public. This suggest that the Tenant, rather than due to her disability, is refusing the written method of notice because it is applied to her door, which she dislikes because it is public.
8. I note that the Tenant permitted entry a few weeks ago, when she had a maintenance issue she wished to be addressed, and also permitted entry a few days ago, for fire system inspection. It appears only pest control inspections are refused. This suggests the reason is not entirely the method of notice, but also the reason for entry. This is not a valid reason to refuse entry and does not invalidate the notice. While notices posted on a door may be uncomfortable, they are in compliance with the Act, and the Tenant failed to show how because of her disability, she cannot have a public notice on the door.
9. I find that the Tenant left the Landlord with little option on how to provide the requested accommodation of 'audio communication'. Therefore, I find that the method of service by the Landlord of written notice in accordance with section 191 of the *Residential Tenancies Act*, 2006 (the 'Act') and Rule 3 of the Board's Rules of Procedure to be valid.

10. The Tenant was not entitled to refuse entry on February 2, 2026 and find that the Tenant breached the order issued on January 19, 2026.

The surrounding circumstances

11. After considering all of the circumstances, I have determined that it would not be unfair to set aside order LTB-L-013256-26.
12. Although the Tenant left the Landlord with little option on how to provide 'audio communication', the Landlord put little effort into seeking a solution to accommodate the Tenant when they knew the problem and were presented with a possible solution. They conducted no further enquiry, although they were obligated to do so.
13. Accommodation requires inquiry by the Landlord when they become aware one may be necessary. It also requires cooperation by the Tenant to provide solutions and to permit those solutions to be implemented.
14. The Tenant proposed the Landlord use voice recordings on a flash drive to communicate. She proposed to provide some flash drives. However, she admits she has no computer, and that she doesn't know how to connect a flash drive to her portable tablet. She therefore would be unable to retrieve a message on that flash drive.
15. Regardless, after much discussion in the hearing, it was clear the only method the Tenant was willing to consider was a flash drive. She would not accept verbal conversation, except from the Landlord's legal representative, which may not be practical or financially reasonable in every case. She would also not accept a voicemail message by phone, or a recorded email message. The exclusion of a recorded email message I find to not be reasonable. Although the tenant claims it is due to not wanting the voices of the Landlord in her home, there is, in all practicality no way to reasonably avoid it. Even the flash drive will be in her home. I also find that the Tenant failed to provide a nexus between the her disability, and the refusal to have any voice mail message within her home. Even radio waves are within her home. Reasonably, she has the choice to listen to the message, in what ever format it comes, outside of her home.
16. Nevertheless, the Tenant agrees accommodation can include notice of entry by flash drive.
17. I note that the Tenant bears the onus of promptly listening to any messages on the flash drive. I have ordered that simple receipt of the flash drive is valid notice of entry regardless of whether the Tenant listened to the audio notice.
18. I find therefore that it would not be unfair to set aside the eviction order in the circumstances and re-instate the original order with small modification.

The Original Order.

19. The Tenant was not present for the original hearing. However, the order simply requires the Tenant to permit entry by the Landlords and their pest control technicians. The N4 notice of termination alleges refusal of entry for pest inspections. Refusal of treatment was not alleged as the Landlord never got past the inspection stage.

20. The Landlord requested an amendment to the original order to require the Tenant to comply with pest treatment. An allegation of breach for refusal of pest control was not a ground of termination alleged in the N5 Notice. Section 78(1) paragraph 3 and 2(i) only permit the Landlord to bring an L4 Application if the Tenant has breached a condition in the order that would give rise to the same grounds. Although section 78(12) provides no limitation to amend an original order, I find that without consent of the parties, it would be unfair to impose conditions that are not the same ground as alleged in the N5 Notice.
21. It bears comment that the Tenant stated in the hearing that she will refuse pest control spray because she believes the spray will kill her and her dog. Although I accept the Tenant strongly believes this, the strength of her conviction does not make it true. The Tenant has the onus to provide sufficient documentation for the Board to make a determination. The Tenant suggested prior Board decisions ordered that alternate methods of treatment were required for accommodation purposes, but neither the Tenant nor her representative provided the citations for or details about those cases. She provided no medical evidence, and little oral evidence other than her beliefs, that death or brain damage will ensue from chemicals properly sprayed with proper procedures. Those procedures include occupants and pets leaving the rental unit for the required period of time. I note the Tenant insists she will not leave her rental unit during treatment.
22. I heard no evidence about the extent of pest infestation in the rental unit. This is because the Landlord has never been permitted to inspect for pests. The Tenant gave oral testimony there are no cockroaches but provided no support for this contention. She clearly has some cockroaches because she tried various methods upon them.
23. Given the lack of detailed expert information from either the Landlord or the Tenant, or expert evidence as to the effectiveness of alternate methods of pest control treatment, I decline to make any order that the Landlord use those methods. However, it is not unreasonable to require the Landlord to engage in a discussion of, and investigation of alternate methods and to consider the Tenant's suggestions.
24. It is expected that once pest inspection occurs and alternative methods of treatment for pests are explored, the Landlord will work with the Tenant. I expect the Tenant to be open to than only the bottle method the Tenant devised. I say this because pest control technicians have insurance and industry standard guidelines they must follow. The Landlord also has obligations to the remaining tenants in the building. It is possible the Tenant's requirements reach the point of undue hardship for the Landlord and alternate methods other than spraying are insufficient in the circumstances. We are not there yet.
25. The Tenant was provided with the preparation document for pest control in the hearing room. Although she claimed to be unable to absorb it, she was advised it was a mandatory compliance document and that she had to find a way, including having it dictated to her. Her legal representative agreed to read it with her. The Landlord agreed to find a way to have it dictated to a flash drive.

It is ordered that:

1. The motion to set aside Order LTB-L-013256-26, issued on February 17, 2026, is granted.

2. Order LTB-L-013256-26, issued on February 17, 2026, is set aside and cannot be enforced.
3. The previous order issued on January 15, 2026 with respect to LTB-L-083337-25 is cancelled and replaced with the following order:
4. The Tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
5. The Tenant shall not substantially interfere with the Landlord's reasonable enjoyment of the rental unit from May 28, 2026 to May 27, 2027. This includes allowing the Landlord, the Landlord's agents, or pest control technicians, entry to the rental unit, when a valid notice of entry is provided in both written and audio format.
6. The Landlord shall also provide to the Tenant written notice of entry in accordance with Act as well as audio notice of entry containing the same information, in flash drive format. These formats shall constitute valid notice of entry pursuant to the Act, whether or not the Tenant chooses to access the flash drives and listen to the recordings.
7. The Landlord shall provide the Tenant with an external hub suitable for reading flash drives that will connect to the Tenant's tablet.
8. The Tenant shall provide several flash drives to the Landlord by May 30, 2026 and shall return flash drives given to her within 3 weeks of receiving them with an audio message from the Landlord. If the Tenant fails to provide flash drives by May 30, 2026, the Landlord shall provide their own flash drives.
9. If the Tenant fails to comply with the conditions set out in paragraph 5 of this order, and the Landlord has complied with paragraph 6 and 7 of this order, 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.

May 27, 2026
Date Issued

Julie Broderick
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.

