



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

File Number: LTB-L-030027-26-SA

In the matter of: 203, 191 EDGEHILL DR
BARRIE ON L4N1L9

Between: Barrie Municipal Non-Profit Housing Landlord

And

Mark Hickey Tenant

Barrie Municipal Non-Profit Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Mark Hickey (the 'Tenant') because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on January 14, 2026 with respect to application LTB-L-088255-25-SA.

The Landlord's application was resolved by order LTB-L-030027-26, issued on April 13, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-030027-26.

This motion was heard by videoconference on June 2, 2026.

The Landlord's agent Soula White and the Tenant attended the hearing.

Determinations:

1. The Tenant does not dispute that he failed to meet a condition specified in the mediated settlement signed by the parties on January 14, 2026 with respect to application LTB-L-088255-25-SA.
2. Specifically, the Tenant agreed with the Landlord's position that he had left garbage bags in the rental unit on April 2, 2026, had scattered personal items throughout the rental unit (including DVDs on the floor below the television).
3. Upon review of the Landlord's evidence, which included pictures of the rental unit, it is clear that the rental unit is dirty. Specifically, the washroom in the rental unit does not comply with the original order in which the Tenant was to ensure the rental unit remained in an ordinary state of cleanliness.

4. The Tenant testified that he is still recovering from a serious injury he previously suffered. While cleaning has been slow, he undertook to ensure the rental unit remains clean moving forward. The Tenant has engaged with a neighbour in the residential building to assist with cleaning the rental unit. The Tenant is currently on a pension and moving would be extremely difficult for him.
5. The Landlord's position is that this is the third such order on the same issue, and the Tenant is unable to keep the rental unit in an ordinary state of cleanliness. Furthermore, the Landlord has attempted to have a community development team assist with cleaning but there is little support for tenants for this specific issue.
6. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-030027-26.
7. It is clear from the evidence and submissions that this is an on-going issue, however it appears the Tenant is taking proactive steps to maintain an ordinary state of cleanliness by engaging with help from his neighbour. While I am mindful that this is not the first time the parties have before the Board on the issue, I found the Tenant's explanation for the original breach to be satisfactory given his disabilities.
8. I find it would be most fair, given the circumstances, to set aside the ex parte order in order to give the Tenant another opportunity to preserve his tenancy. At the hearing, the Tenant was aware that he was facing eviction, and that if the ex parte order was set aside it would be his third such chance to comply with keeping the rental unit in an ordinary state of cleanliness. I am satisfied the Tenant will comply with the original mediated settlement moving forward.

It is ordered that:

1. The motion to set aside Order LTB-L-030027-26, issued on April 13, 2026, is granted.
2. Order LTB-L-030027-26, issued on April 13, 2026, is set aside and cannot be enforced.
3. The mediated settlement signed by the parties on January 14, 2026 with respect to LTB-L-088255-25-SA remains in force and must be immediately complied with by the Tenant.

June 11, 2026
Date Issued

Brett Lockwood
Member, 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.