



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

File Number: LTB-L-030447-26-SA

In the matter of: 503, 25 ONTARIO ST
TRENTON ON K8V6C3

Between: Ambassador Property Management Inc. Landlord

And

Jane D. Leavey Tenant

Ambassador Property Management Inc. ('APM' or the 'Landlord') applied for an order to terminate the tenancy and evict Jane D. Leavey ('JDL' or the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on July 8, 2024 with respect to application LTB-L-086681-23 (the 'Consent Order').

The Landlord's application was resolved by *ex parte* order LTB-L-030447-26, issued on . This order was issued without a hearing being held.

The Tenant filed a motion to set aside *ex parte* order LTB-L-030447-26.

This motion was heard by videoconference on June 9, 2026.

The Tenant, the Tenant's support (social worker), Nancy Simone, the Tenant's Legal Representative, Samantha Hayward ('TDC'), and the Landlord's Legal Representative, Luisa Goncalves ('LLR'), attended the hearing.

Determinations:

There was a breach of the Consent Order

1. The Tenant did not contest that she failed to meet a condition specified in the Consent Order – that is, the order issued by the LTB on July 8, 2024 with respect to application LTB-L-086681-23.

The surrounding circumstances

2. After considering all of the circumstances, I find that it would not be unfair to set aside order LTB-L-030447-26.
3. The Tenant provided testimony and was cross-examined on her testimony.

4. The Tenant testified that she became emotional when her son, Clint Leavey (a.k.a. Clint Black), was directed to leave the rental unit premises on March 16, 2026. She apologized for swearing and threatening the superintendent on that day. She furthered her apology by explaining she is a 73 year old person who struggles with depression, heart health issues and memory-loss issues.
5. The Tenant stated she has been living under the rental unit tenancy for the past 14 years and did not want to jeopardize her tenancy. She explained her son is currently in the Lindsay jail for the next several months (up to 18 months). When asked what she would do if her son were to be released early and if he tried again to visit her at the rental unit, she avowed she would "tell Clint to leave" and she would call the police if he refused to go.
6. The Tenant testified she does have regular community assistance, such as with Nancy Simone her social worker, and the Tenant confirmed she is currently on a waiting list for a long-term care home. If she were to be evicted at this time, the Tenant stated she would become homeless.
7. On behalf of the Landlord, LLR submitted that the superintendent who had been on the receiving end of the Tenant's verbal confrontation, had resigned from her job because she had been so affected by the confrontation. This has left the Landlord without a superintendent and they are still working on hiring a replacement. LLR submitted the Tenant was represented by counsel when arriving at the Consent Order terms, as is the Tenant at this hearing. LLR confirmed the Landlord believes there is no error in law in respect of this case and confirmed the Landlord seeks a denial of the motion and a lifting of the stay.
8. Having considered the submissions of both parties, I determined that the Tenant's motion is to be granted. In my view, the Tenant's actions and behaviour on March 16, 2026 were a direct breach of the Consent Order conditions.
9. However, at this particular point or stage, I believe that terminating the tenancy before the Tenant can be successfully assigned/ moved to a long term care home would simply place the Tenant in a difficult predicament. Such a termination would come at a time when the Tenant's son will most likely remain incarcerated over the short to middle term, and when a senior citizen with health issues would be placed into a higher health risk situation if she were to become homeless. I say this without forgetting that the Landlord's superintendent was undeserving of the treatment by the Tenant on March 16, 2026. But it seems to me that when weighing the circumstances of both parties, ending the tenancy would be the less justifiable on a balance of probabilities.
10. I believe the Tenant deserves one last chance to maintain her tenancy under the same conditions of the Consent Order. My position comes from having accepted the Tenant's apology at the hearing and the Tenant's promise or undertaking to ensure her son, Clint Leavey (a.k.a. Clint Black), will not be allowed back into the rental unit or the residential complex.

It is ordered that:

1. The motion to set aside *ex parte* order LTB-L-030447-26, issued on April 23, 2026 , is granted.

2. Order LTB-L-030447-26, issued on April 23, 2026, is set aside and cannot be enforced.
3. The previous order on consent issued on July 8, 2024, with respect to LTB-L-086681-23 remains unchanged and remains in force.

June 18, 2026
Date Issued

Alex Brkic
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.