



**Order under Section 94.7
Residential Tenancies Act, 2006**

File Number: LTB-C-038242-26

In the matter of: 211, 35 SEWELLS RD
TORONTO ON M1B 4Z2

Between: ELLEN MCGREAL HOUSING CO-OPERATIVE INC. Co-op

and

RICHARD SAMMS Co-op Member
AUDREY MEREDITH Interested Party

ELLEN MCGREAL HOUSING CO-OPERATIVE INC. (the 'Co-op') applied for an order to end the occupancy of the member unit and evict RICHARD SAMMS and AUDREY MEREDITH (the 'Co-op Members') because the Co-op Members' behaviour or the behaviour of someone visiting or living with the Co-op Members seriously impaired the safety of another person and the behaviour occurred in the residential complex.

The Co-op also claimed compensation for each day the Co-op Member remained in the unit after the termination date.

A Case Management Hearing was held on June 15, 2026.

Legal Representative Bill Burd and Agent Nicole Legacy attended for the Co-op. Co-op Members Audrey Meredith and Richard Samms attended the hearing along with their family member and support person Annmarie Samms.

As a result of the Case Management Hearing, the parties requested an order on consent.

Although both Co-op Members in attendance agreed to the terms and were named on the notice of termination and Co-op application, as the behaviour that is the cause of this application relates only to Richard Samms and not Audrey Meredith, the terms in this consent order apply only to Richard Samms. Audrey Meredith continues to have an uninhibited right to occupy the Member unit and any termination of her membership rights must follow the usual course pursuant to the *Co-operative Corporations Act, R.S.O. 1990, c. C.35* and the *Residential Tenancies Act 2006, S.O. 2006, c.17*.

I was satisfied that the parties understood the consequence of agreeing to the terms in this consent. In particular, I was satisfied that the Member Richard Samms understood that if the terms of the consent were not complied with, the Co-op could apply to the LTB for an order terminating the tenancy without notice to him.

Agreed Facts:

- 1) The Co-op incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. However, the Co-op is waiving collection of these costs.
- 2) Member Richard Samms will *only* communicate with the Co-op office via phone calls, emails or letters and will not attend the Co-op office. This includes communication regarding requests for maintenance, complaints, or co-op related business.
- 3) Per legislation, the Co-op will provide to the Members written notice twenty-four (24) hours in advance for access to the Members' unit, except in emergencies.

It is ordered on consent of the parties that:

1. Co-op Member Richard Samms occupancy continues if Co-op Member Richard Samms meets the conditions set out below.
2. **For the duration of the occupancy**, Member Richard Samms shall not seriously impair the safety of another person in the residential complex by engaging in the behaviours described in the CN7 Notice of Termination dated April 24, 2026. Specifically, Member Richard Samms shall:
 - a) Adhere to all Co-op By-laws and Rules, including all safety standards regarding the unit;
 - b) Not engage in any further acts of physical aggression, harassment, threatening, intimidation, or verbal abuse toward other Members and their guests or occupants, or toward Co-op employees or contractors on the Co-op complex property;
 - c) Not have direct communication with Co-op maintenance staff person Ali Allalou and remain two (2) metres / six (6) feet away from Mr. Allalou at all times, except in an emergency. If Member Richard Samms encounters Mr. Allalou, Member Samms will immediately disengage and avoid any unnecessary interaction;
 - d) Not approach, follow, or attempt to engage Co-op Staff members or contractors;
 - e) Not engage in any behaviour that affects the safety of anyone in the Co-op complex, including committing assaults or pouring grease down stairwells;

- f) With proper notice, cooperate with any legal access to the unit by Co-op staff/contactors and make all areas of the unit available at that time as required in the notice;
 - g) Restrain pets during any access to the unit by Co-op staff/contractors;
 - h) Not obstruct, delay or interfere with Co-op staff/contractors carrying out inspections, maintenance, pest control, and/or repairs of the unit;
 - i) Maintain the unit by keeping the unit's balcony and storage areas in a clean and sanitary condition;
 - j) Pick up, remove and promptly dispose of any animal waste and not leave it on the unit's balcony, in the storage area, the patio or the surrounding grounds;
 - k) Not leave waste in unauthorized locations.
3. If Co-op Member Richard Samms fails to comply with the conditions set out in paragraph 2 of this order, the Co-op may apply under section 94.11 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating Member Richard Samms occupancy and evicting Co-op Member Richard Samms. The Co-op must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Co-op Member.
4. This order is in full and final settlement of this application.

June 29, 2026
Date Issued

Denise Hannivan
Hearings Officer, 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.