



**Order under Section 21.2 of the
Statutory Powers Procedure Act
and the Residential Tenancies Act, 2006**

Citation: WoodGreen Community Housing Inc. v Buchner, 2026 ONLTB 50153

Date: 2026-06-26

File Number: LTB-L-087369-24-RV2

In the matter of: 202, 270 DONLANDS AVE
EAST YORK ON M4J3R4

Between: WoodGreen Community Housing Inc. Landlord

And

Francine Buchner Tenant

Review Order

WoodGreen Community Housing Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Francine Buchner (the 'Tenant') because:

- the Tenant is occupying the rental unit solely for the purpose of receiving rehabilitative or therapeutic services and the period of tenancy agreed to has ended.

This application was resolved by order LTB-L-087369-24 issued on March 7, 2025.

On April 4, 2025, the Landlord requested a review of the order (the "First Review Request").

On April 8, 2025 interim order LTB-L-087369-24-RV-IN was issued, directing that the First Review Request be scheduled for a hearing.

The Landlord's First Review Request was heard by videoconference on July 23, 2025. Interim review order LTB-L-087369-24-RV-IN2 was issued on July 25, 2025, granting the First Review Request and directing that the application be heard *de novo*.

The Landlord's application was heard *de novo* on November 18, 2025, and was resolved by review order LTB-L-087369-24-RV, issued December 5, 2025.

On January 5, 2026, the Landlord requested a review of the December 5, 2025 review order (the "Second Review Request").

On January 5, 2026 interim order LTB-L-087369-24-RV2-IN was issued, directing that the Second Review Request be scheduled for a hearing.

The Second Review Request was heard by videoconference on February 5, 2026, and granted by interim review order LTB-L-087369-24-RV2-IN2 issued on March 27, 2026. The Landlord's application was again directed to be heard *de novo*.

This application was heard *de novo* by videoconference on May 13, 2026.

The Landlord's agent, Peggy Moss ('PM'), the Landlord's witness, Yordanka Petrova ('YP'), the Landlord's legal representative, Joseph Debono ('JD'), and the Tenant attended the hearing.

Determinations:

Merits of the Original Application

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On October 1, 2024, the Landlord gave the Tenant an N8 notice of termination. In the notice of termination, the Landlord alleges that the Tenant was occupying the unit specifically to receive rehabilitative or therapeutic services and the period of tenancy to which the Tenant agreed had ended on March 22, 2023.
4. This notice of termination was given under section 144 of the *Residential Tenancies Act, 2006* (the 'Act'), which states:

Notice of termination

144 (1) A landlord may, by notice, terminate the tenancy of a tenant in a care home if,

- (a) the rental unit was occupied solely for the purpose of receiving **rehabilitative or therapeutic services** agreed upon by the tenant and the landlord;
- (b) no other tenant of the care home occupying a rental unit solely for the purpose of receiving **rehabilitative or therapeutic services** is permitted to live there for longer than the prescribed period; and
- (c) the period of tenancy agreed to has expired. 2006, c. 17, s. 144 (1).

Period of notice

(2) The date for termination specified in the notice shall be at least the number of days after the date the notice is given that is set out in [section 44](#) and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term. 2006, c. 17, s. 144 (2).

[emphasis added]

s. 144, *Residential Tenancies Act, 2006*

5. The prescribed period referred to in ss. 144(1)(b) of the Act is 4 years: s. 48, *General, O. Reg. 516/06*.
6. The Tenant's position was that the rental unit does not meet the Act's definition of "care home", so the Landlord did not have the right to give her the N8 notice of termination pursuant to s. 144 of the Act.
7. The definition of "care home" in the Act is:

"care home" means a residential complex that is occupied or intended to be occupied by persons for the purpose of receiving care services, whether or not receiving the services is the primary purpose of the occupancy; ("maison de soins")

ss. 2(1), *Residential Tenancies Act, 2006*

8. "Rehabilitative" and "therapeutic" services are not defined in the Act, but are also referred to in the Act's definition of "care services", which is also relevant to the definition of "care home":

"care services" means, subject to the regulations, health care services, rehabilitative or therapeutic services or services that provide assistance with the activities of daily living; ("services en matière de soins")

ss. 2(1), *Residential Tenancies Act, 2006*

9. The Act's definition of "care services" is further detailed in *General, O. Reg. 516/06*:

Definition of "care services"

2. (1) As part of health care services, rehabilitative services, therapeutic services and services that provide assistance with the activities of daily living, the following are included in the definition of "care services" in [subsection 2 \(1\)](#) of the [Act](#):

1. Nursing care.
2. Administration and supervision of medication prescribed by a medical doctor.
3. Assistance with feeding.
4. Bathing assistance.
5. Incontinence care.
6. Dressing assistance.
7. Assistance with personal hygiene.

8. Ambulatory assistance.

9. Personal emergency response services. O. Reg. 516/06, s. 2 (1).

(2) The following services are included in the definition of “care services” in [subsection 2 \(1\)](#) of the [Act](#) if they are provided along with any service set out in subsection (1):

1. Recreational or social activities.

2. Housekeeping.

3. Laundry services.

4. Assistance with transportation. O. Reg. 516/06, s. 2 (2).

s. 2, *General*, O. Reg. 516/06

10. In *Smith v. Youthlink Youth Services*, 2022 ONCA 313 (CanLII) [*Youthlink*], the Court of Appeal for Ontario considered the meaning of “therapeutic” and “rehabilitative” services in the Act. In that case, the Court was considering the meaning of these words in the context of clause 5(k) of the Act, which exempts certain housing from the Act altogether. While the Court was considering a different provision of the Act, the decision specifically focuses on the words “therapeutic” and “rehabilitative” services, which are at issue in the matter before me, and are also used in clause 5(k).

11. Where the same words are used in different parts of the Act, they ought to be interpreted consistently to ensure a logical, teleological, cohesive, and coherent interpretation and application of the Act: *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477 (CanLII), paras 38-43.

12. In *Youthlink*, the Court of Appeal wrote at paragraph 27 that:

[27] Having regard to the text, context, and purpose of the legislation, I conclude that **rehabilitative and therapeutic services in s. 5(k) must be interpreted as including not only medically-related services but also a broader range of support services including counselling and case management – services that are designed to establish the ability for individuals to transition to independent accommodation**. In short, SOL-45003-14 (Re), relied on by the Board in support of its interpretation of s. 5(k), is correctly decided. [emphasis added]

Smith v. Youthlink Youth Services, 2022 ONCA 313 (CanLII), para 27

13. YP is the Director of the Homeward Bound (‘HB’) program, which was created by the Landlord in 2004. The residential complex consists of 44 rental units, and contains shared spaces for use of tenants, including a common kitchen, laundry, community room, childcare services, and there are staff offices and case managers on site. All residents of the residential complex are participants in the HB Program.

14. The HB program is in place to support single mothers and children at risk of being homeless. It provides education/academic upgrading for college admission to help participants obtain employment and to become financially independent. The programs includes a funded two-year college education, child care services, access to mental health, parenting, and family counselling, a 14-week unpaid internship to gain work experience, and job search support and networking opportunities, among other things (DOC-7791203, pp. 2-3).
15. The above-described components are broken into four distinct phases, with the ultimate goal of helping participants gain life skills, education, and employment necessary to achieve financial stability and independence (DOC-7791203, p. 3).
16. YP's evidence was that the HB program is about more than only education and employment. She said that those accepted to the program have typically experienced past trauma, and over 80% have experienced domestic violence. YP said that the HB program provides services to help participants to address these issues so they can be successful.
17. YP said that the occupancy limit in the residential complex for all HB participants is 4 years, and that the Tenant commenced participation in the HB program in March 2019.
18. Before being accepted into the HB program, the Tenant completed an extensive application, required a referral, and a "Behaviour Interview" (DOC-7791203, pp. 2-26). She was accepted into the HB program around February 2019 after an approximately 4-month long assessment/review process.
19. The tenancy agreement specifically identifies the rental unit as part of a "care home" for the purposes of the Act, and the Tenant agrees that she is to occupy the unit "... solely for the purpose of receiving rehabilitative and therapeutic services ..." as agreed upon in the HB contract, which is attached as schedule "E". This same provision also states that the Tenant agrees the unit is available for the Tenant for the shorter of four years after the move in date, or 60 days after the Tenant receives written notice from the Landlord that the objectives of the program have been met, or that they will not be met (DOC-7791203, p 53, clause 1.02).
20. Clause 1.03(ix) confirms that the HB contract forms part of the tenancy agreement (DOC-7791203, p. 54). The HB contract was presented as evidence by YP. The first paragraph of that contract reads "I know that I was chosen for the Homeward Bound Program because I have the intelligence, motivation and supports to train for up to 4 years so that I will find employment that will support me and my family to live independently". The contract also details each phase of the program (DOC-7791203, pp. 80-83).
21. The Landlord's commitments in the contract include, among other things, the provision of furnished living accommodation, free counselling support for the Tenant and her child, and assistance with the cost of college tuition and books. The Tenant's commitments include, among other things, the active participation in the HB program of rehabilitative and therapeutic services.
22. YP said that the Tenant was a diligent participant in the HB program, but difficulty arose with her college program. Regardless of the degree of success for the Tenant in the HB

program, she remains in the rental unit well past the 4-year period agreed to in the tenancy agreement.

23. The Tenant's evidence was that her tenancy is not connected to the HB contract, and the tenancy agreement does not require her to leave after four years. Pursuant to the terms of the tenancy agreement, cited above, the Tenant was required to move out of the unit after 4 years. This is the case so long as the unit is located in a "care home". If the unit is not in a "care home", then the 4-year occupancy limit would be contrary to the provisions of the Act and would be void: ss. 3(1) & 37(5), *Residential Tenancies Act, 2006*.
24. The Tenant said that relative to the counselling services available, she only attended one session, but did not return because she did not feel comfortable. She said she did not receive any "rehabilitative" or "therapeutic" services during her tenancy. The Tenant believes that the HB program is to support employment and life skills and does not provide rehabilitative or therapeutic services.
25. In my view, the services provided and agreed to in the HB contract are "rehabilitative" or "therapeutic" services as those words are used in s. 144 of the Act, and in the Act's definition of "care services". I disagree with the Tenant's submission that the Landlord is attempting fit their services under the definition of "care services" simply to take advantage of being designated as a "care home" under the Act.
26. First, it is clear that "rehabilitative or therapeutic" services do not have to be health care services, or services provided by a health care professional. This is clear because "health care services" is separately listed in the definition of "care services": ss. 2(1), *Residential Tenancies Act, 2006*. The Court of Appeal in *Youthlink* explicitly found that "rehabilitative and therapeutic" services "must" be interpreted to include more than just medically related services.
27. The services provided by the HB program may not be listed at s. 2 of *General, O. Reg. 516/06*, which identifies a list of services that are included in the definition of "care services", however, that list is not exhaustive.
28. I must follow the Court of Appeal's decision in *Youthlink*, which is binding on me. In *Youthlink*, the services provided by the Landlord were similar to those offered by the HB program:

The Co-op Housing Program provides affordable housing for young people ages 16-19. Young people can stay for up to one year. It provides young people the opportunity to practice life skills and live co-operatively with others. The program can help support young people in their schooling, employment, and in connecting with community resources and social supports. The program also provides support in helping young people transition to their next housing option, which includes accessing financial and housing supports, and completing housing applications.

Smith v. Youthlink Youth Services, 2022 ONCA 313 (CanLII), para 27.

29. The Court of Appeal wrote in *Youthlink* that although the Act is remedial legislation designed to “redress the power imbalance between residential landlords and tenants”, to interpret clause 5(k) of the Act narrowly “... risks undermining the social programs it is intended to protect”. The same is the case relative to the programs that s. 144 of the Act is intended to protect.
30. As noted above, the services provided for in the HB program are very similar to those in *Youthlink*. I find that the services provided under the HB program fall within the “broader range of support services including counselling and case management – services that are designed to establish the ability for individuals to transition to independent accommodation”: *Smith v. Youthlink Youth Services*, 2022 ONCA 313 (CanLII), para 27. This is precisely what the HB program is designed to do.
31. The services provided through the HB program therefore fall under the definition of “care services” and the residential complex is a “care home”. Based on the contract that she signed (the tenancy agreement and HB contract), and the services offered and provided to the Tenant after the tenancy commenced, I find that she occupied the unit solely for the purpose of receiving those rehabilitative or therapeutic services offered through the HB program. This is not the case only superficially, but in substance. If the Tenant had not agreed to participate in the HB program, she would not have been housed in the unit in the first place.
32. I am also satisfied that no other tenant of the care home occupying a rental unit for the same purpose is permitted to live there longer than 4 years.
33. I am also satisfied that the period of tenancy agreed to by the Landlord and the Tenant has expired.
34. The Tenant acknowledged entering the HB program with past trauma, including a history of homelessness. The Tenant said that she is not in a position to financially support her family. She said that, although the Landlord provides assistance with re-housing, if she were to move to one of those housing options, she would have to live in the same community as some women who “harassed” her during her tenancy at the rental unit. She also said she does not want to live in social housing, and wants to be a contributing member of society.
35. The Tenant said that she is not presently able to say how long she would need to find other living accommodation, because she is not employed or in a financial position to pay market rent.
36. I have considered all of the circumstances disclosed in accordance with subsections 83(1) & (2) of the Act, and I find it would not be unfair to postpone eviction until July 31, 2026. I sympathize with the Tenant’s current situation, but I find that it would be unfair to grant a longer delay given that the agreed term for the tenancy ended more than 3 years ago, and other individuals are on a wait list for the opportunity to participate in the HB program.
37. The purpose of the postponement provided is to give the Tenant a reasonable opportunity to speak with her Landlord and/or access other community or government supports to plan for a transition to new living accommodation.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated. The Tenant must move out of the rental unit on or before July 31, 2026.
2. If the unit is not vacated on or before July 31, 2026, then starting August 1, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after August 1, 2026.

June 26, 2026
Date Issued

Mark Melchers
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on February 1, 2027 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.