



Order under Section 69 / 88.1 Residential Tenancies Act, 2006

Citation: SIREG Management Inc. v Blais, 2026 ONLTB 2528

Date: 2026-01-06

File Number: LTB-L-045513-25

In the matter of: 139 MADELENA DR
NORTH BAY ON P1A2Y6

Between: SIREG Management Inc. Landlord

And

Jeremy Blais Tenant

SIREG Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Blais (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also applied for an order requiring the Tenant to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's conduct or that of another occupant of the rental unit or someone the Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege, or interest.

This application was heard by videoconference on September 29, 2025.

The Landlord's legal representative Pegah Fakhr-Attar and the Tenant attended the hearing. Regis Marin, Martha Maciuk, and Kelli Carder each testified at the hearing on behalf of the Landlord.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and, therefore, that aspect of the Landlord's application is dismissed. However, the Landlord did prove the claim for compensation in the application on a balance of probabilities. Therefore, an order is issued requiring the Tenant to reimburse the Landlord for the costs incurred as a result of that substantial interference.

2. The Tenant was in possession of the rental unit on the date the application was filed.

The N5 Notices

3. On March 7, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination (the 'First N5'). The First N5 alleges that the Tenant substantially interfered with the Landlord's lawful rights and interests by failing to comply with the terms of their lease agreement regarding pet control between January 5, 2025, and February 20, 2025. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
4. On May 15, 2025, the Landlord gave the Tenant a second N5 notice of termination (the 'Second N5'). The Second N5 contains the following allegations:
 - On March 19, 2025, the Landlord's maintenance staff observed improper storage of tires, broken cabinets, and miscellaneous debris in the backyard of the Tenant's rental unit contrary to the rules of the residential complex.
 - On April 30, 2025, the Tenant's dog was observed roaming off-leash at the residential complex contrary to the terms of the tenancy agreement.
5. Kelli Carder – a property administrator employed by the Landlord – testified at the hearing about the March 19, 2025 inspection. She testified that maintenance staff attended the Tenant's rental unit on March 19, 2025 and observed items being stored in the yard of the Tenant's rental unit. On cross-examination, the Tenant asked Ms. Carder how maintenance staff knew that the items belonged to the Tenant. She said that the staff assumed this based on the location of the items inside the Tenant's fence. The Tenant asked her whether anyone had observed the Tenant placing the items in the area. She answered that nobody saw the Tenant place these objects in the yard to her knowledge.
6. The Tenant testified that the objects complained of during the March 19, 2025, inspection did not belong to him, and he did not permit them to be stored in the yard of his rental unit.
7. In light of the evidence presented at the hearing, I am not satisfied on a balance of probabilities that the Tenant substantially interfered with the Landlord's lawful rights or interests by storing items in the backyard contrary to the rules of the residential complex. While I found Ms. Carder's testimony to be credible, she conceded on cross-examination that she had no direct or indirect knowledge that the Tenant stored the items himself or permitted someone else to do so. The Tenant gave direct testimony that the objects did not belong to him, and this was not substantially undermined during cross-examination.
8. Martha Maciuk – a property manager employed by the Landlord – testified at the hearing about the April 30, 2025, incident. Ms. Maciuk testified that the Tenant's dog was observed off-leash at the residential complex. Three photographs were presented at the hearing that show an unattended dog off-leash in a parking area. Ms. Maciuk testified that these photographs were taken on April 30, 2025 and that the dog pictured belongs to the Tenant.

9. I found Ms. Maciuk's testimony to be credible and the Tenant did not meaningfully dispute the fact that the dog in the picture belongs to him or that the photograph shows his dog to be off-leash in a common area of a residential complex.
10. A copy of the Tenant's lease agreement was also presented at the hearing, including clause 32, where the Tenant agrees to keep his pets on a leash and that his pets must be accompanied at all times.
11. I am satisfied that, by acting contrary to the lease, the Tenant has substantially interfered with the lawful rights and interests of the Landlord by allowing his dog to be unleashed and unsupervised around the residential complex. However, this allegation is grounded on the presence, control, or behaviour of an animal in the residential complex and, therefore, section 76 of the Act must be considered. The Legislature has specifically contemplated situations where a landlord's application is based on the presence, control, or behaviour of an animal in the residential complex and provided additional protections to tenants who landlords seek to evict on those grounds.
12. It is undisputed between the parties that the Tenant is keeping an animal. Therefore, the determinative question is whether any of the criteria set out in subsection 76(1) is met. If no criteria in this subsection is met, then the Board is prohibited from making an order terminating the tenancy (including a conditional order with a section 78 clause) pursuant to section 76.
13. The Landlord has not proven that the behaviour of the Tenant's pet has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants. There is no evidence that the Tenant's dog actually interfered with anyone's reasonable enjoyment of the residential complex. All that has been established by the Landlord is that the Tenant's dog was off-leash and that this is contrary to the terms of the lease. This, in and of itself, does not give rise to substantial interference and therefore the criterion at paragraph 76(1)(a) of the Act is not met.
14. The Landlord does not allege that the Tenant's pet has caused a serious allergic reaction or that the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants. Therefore, paragraphs 76(1)(b) and (c) are not applicable in this case.
15. Since I am not satisfied that the conduct of the Tenant's animal has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the Landlord or other tenants, I am prohibited from making an order terminating the tenancy and evicting the Tenant by operation of section 76.

The Landlord's Compensation Claim

16. The Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex substantially interfered with the reasonable enjoyment of the residential complex by the Landlord or another lawful right, privilege, or interest of the Landlord.

17. Regis Martin – an employee of the Landlord working as a maintenance supervisor – testified about the events of January 5, 2025, which form the basis of the Landlord's claim for compensation under section 88.1 of the Act.
18. Mr. Martin testified that, on January 5, 2025, he was snowplowing a communal walkway at the residential complex when a tether laying under the snow got caught in the machine, causing it to flip over and resulting in significant damage to the device.
19. The Tenant did not dispute that the tether in question belongs to him. He testified that he was no longer using the tether as of the time of the January 5 incident, but rather that the tether was wrapped around a pole adjacent to the walkway. He testified that he did not know how the tether came to be on the walkway under the snow but speculated that it either fell down or was taken down by someone else.
20. The Tenant's defense against the Landlord's compensation claim is that Mr. Martin should have been more diligent while blowing the walkways. On cross-examination, Mr. Martin clarified that the tether was buried under approximately four-to-five inches of snow when he ran over it.
21. I do not accept the Tenant's position that he is not responsible for the damage to the snowblower because Mr. Martin did not exercise due diligence. It was reasonable behaviour for Mr. Martin to proceed with his maintenance tasks assuming that no hazard was underneath the snow to be cleared. It would be unreasonable to expect him to inspect every pathway before he cleared it with the snowblower.
22. I accept the Tenant's testimony that he did not know the tether was laying across the pathway. However, I find that it is more likely than not that it is the Tenant's negligence that resulted in the damage to the snowblower. The Tenant's own testimony is that he wrapped the tether around the pole adjacent to the pathway now that he was not using it. As evidenced by the fact that the tether ended up across the pathway, this storage solution was not secure. This lack of diligence by the Tenant in storing his belongings at the residential complex constitutes substantial interference with the Landlord's reasonable enjoyment of the residential complex, as it resulted in damage to maintenance equipment and a situation that could have easily resulted in the injury of Mr. Martin.
23. The Landlord submitted two invoices to support its claim under section 88.1 of the Act. The first invoice is from Hamelin's Outdoor Power Equipment showing a cost of \$46.53 for the materials needed to repair the snowblower. The second invoice is a bill sent to the Tenant by the Landlord seeking compensation for this equipment cost and the labour cost of repairing the snowblower. The total billed is \$120.38. The Tenant did not pay this bill.
24. I am satisfied that the \$120.38 claimed by the Landlord represents the Landlord's reasonable out-of-pocket expenses incurred to repair the equipment damaged as a result of the Tenant's substantial interference. The Tenant must compensate the Landlord for this expense.
25. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The Landlord's application to terminate the tenancy is dismissed.
2. The Tenant shall pay to the Landlord \$120.38, which represents the reasonable out-of-pocket expenses the Landlord has incurred or will incur as a result of the substantial interference.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant shall pay to the Landlord is \$306.38.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 17, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 18, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Jeremy Henderson
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.