



Order under Section 69 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Talbert, 2026 ONLTB 2550

Date: 2026-01-07

File Number: LTB-L-075045-25

In the matter of: 818, 4175 LAWRENCE AVE E
SCARBOROUGH ON M1E4T7

Between: Toronto Community Housing Corporation Landlord

And

Anthony Omar Talbert Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Anthony Omar Talbert (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on November 24, 2025.

Only the Landlord's legal representative Navya Menon and Landlord's witnesses Sean Brosnan and Aaron Hubbard attended the hearing.

As of 10:45 a.m., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. However, I

find it would not be unfair to grant relief from eviction provided that the Tenant meets the conditions set out in the order.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 14, 2025, the Landlord gave the Tenant an N6 and N7 notice of termination deemed served August 19, 2025. The allegation in the notices is identical. The allegation is as follows:
 - On September 25, 2024, the Tenant's dog attacked and killed another dog by grabbing its throat and shaking it to death in the stairwell of the residential complex.
4. The video surveillance cameras in the stairwell captured the incident on September 25, 2024. Due to the graphic and distressing nature of the video, I reviewed the video during a break from the hearing. The video shows the meeting between the two dogs and the attack that led to the smaller dog's death.
5. The Tenant's dog is a pit bull type of dog. The Tenant was walking his dog (on a long leash) down the stairs while another tenant walked his small dog on a short leash up the stairs. The Tenant's dog suddenly lunged at the smaller dog, grabbed it, and shook it. Both tenants attempted to separate the dogs, and the Tenant punched his dog repeatedly to get it to let the small dog go. They were unable to separate the dogs and the Tenant's dog shook the smaller dog to death.
6. Sean Brosnan (SB) is a community safety advisor for Toronto Community Housing. He was not present at the time of the incident but reviewed the reports of the Special Constables who attended after the dog attack. He personally spoke to the other tenant, whose dog was killed by the Tenant's dog. He described the other tenant as quiet, vulnerable, and devastated by the death of the dog he was very attached to.
7. SB testified that he is fearful for the residents and the staff because the dog is an aggressive breed, and the Tenant was unable to control the dog. There is an action under the Provincial Offences court that is pending. He is not aware if the Tenant still has the same dog, and the Tenant says that he has given the dog to a family member, but he confirmed that the Tenant does have a dog in the rental unit.

N6 Notice of Termination - Illegal Act

8. Subsection 61(1) of the Residential Tenancies Act, 2006 (the 'Act') states that a landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
9. The *Dog Owner's Liability Act* states at section 5.1 that:

The owner of a dog shall exercise reasonable precautions to prevent it from

(a) biting or attacking a person or domestic animal; or

(b) behaving in a manner that poses a menace to the safety of persons or domestic animals.

10. The evidence is clear that the Tenant's dog attacked and killed another dog in the residential complex. On a balance of probabilities, I am not persuaded based on the evidence before me that the Tenant failed to exercise reasonable precautions to prevent the dog from attacking and thereby committed an illegal act. The dog was on a leash, and no evidence was led that the length of leash was unsafe for that type of dog. The Tenant maintained control of the leash, and the Tenant actively attempted to get his dog to release the smaller dog, including punching his dog repeatedly. There is no evidence before me that the Tenant's dog was required to be muzzled and that the Tenant failed to do so.
11. I find that the Landlord has not proven that the Tenant committed an illegal act in the residential complex by failing to exercise reasonable precautions to prevent his dog from biting or attacking a person or animal or behaving in a manner that poses a menace to safety.

N7 Notice of Termination - Serious Impairment of Safety

12. Pursuant to section 66 of the Act, a landlord may give a tenant a notice of termination if an act or omission of the tenant seriously impairs the safety of another person, provided that the act or omission complained of occurs in the residential complex.
13. In order to be successful on this ground, the Landlord must establish that the effect of the Tenant's actions threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the tenant's actions put someone at serious risk of physical harm. Not every risk of physical harm to another will meet the test, as the impairment of safety must be serious.
14. Section 76(1) of the Act further qualifies notices of termination which are based on the behaviour of an animal and states:

If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex, the Board shall not make an order terminating the tenancy and evicting the tenant without being satisfied that the tenant is keeping an animal and that,

(a) subject to subsection (2), the past behaviour of an animal of that species has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants;

... or

(c) the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants.

15. The evidence is clear that the incident occurred in the residential complex. The dog is described as a pit bull, and I find that the animal is a species or breed which is inherently dangerous. I say this because the dog shown in the video appears to be a pit bull and was described as such by the witness.
16. Section 1 of the *Dog Owner's Liability Act* states:
- “pit bull” includes,
- (a) a pit bull terrier,
- (b) a Staffordshire bull terrier,
- (c) an American Staffordshire terrier,
- (d) an American pit bull terrier,
- (e) a dog that has an appearance and physical characteristics that are substantially similar to those of dogs referred to in any of clauses (a) to (d)
17. As pit bulls are specifically contemplated by the legislation, that being the *Dog Owner's Liability Act* (“*DOLA*”), it strikes me that the Legislature intended pit bull dogs be considered inherently dangerous as the breed is banned pursuant to s. 6 of *DOLA*.
18. Based on the evidence before me, the Tenant's inability to prevent the dog from killing another dog constitutes a serious impairment of safety to another person. While, thankfully, no human was attacked or injured, another tenant's dog was killed while its owner watched. Had the dog turned on the other tenant, I am satisfied that he could have been seriously injured.
19. Based on the evidence before me, I am satisfied that the Tenant engaged in the conduct as detailed in the N7 Notice and, as such, has seriously impaired the safety of another person in the residential complex.

Relief from eviction

20. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
21. Although the Tenant did not attend the hearing to make submissions for relief, the Landlord does not allege that there were any further incidents with the Tenant or with his dog in the 11 months between the incident on September 25, 2024 and the filing of the application. The Landlord did not have an explanation as to why the application was filed 11 months after the incident occurred. Similarly, the Landlord does not allege that there have been incidents with the Tenant and the dog since the application was filed in September 2025. The Landlord alleges that there are other concerns with the Tenant and possible gang affiliations, but those are not the subject of this application.

22. On a balance of probabilities, I find that the prejudice in terminating the tenancy outweighs the prejudice to the Landlord in continuing the tenancy. SB testified that the residential complex houses individuals who are vulnerable and have mental health conditions or addictions issues. While the incident was serious and had the Tenant's dog attacked a human, there could have been an even more disturbing outcome, there is no evidence before me that there have been any issues with the Tenant and this dog in the 14 months since the incident. The Landlord is unsure if the same dog is in the rental unit, and the Tenant stated that they had given the dog to a family member.
23. In my view, termination of the tenancy is a remedy of last resort, and I am mindful that this is housing for vulnerable individuals who may be difficult to house. As such, the Tenant should be afforded another opportunity to preserve the tenancy, provided he meet the conditions set out in this order.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. If the Tenant still possess the dog that was involved in the incident on September 25, 2024, the Tenant shall ensure that the dog is re-homed on or before January 21, 2026 and does not return to the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before January 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 13, 2026 at 4.00% annually on the balance outstanding.

January 7, 2026

Date Issued

Margo den Haan

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.