



Order under Section 69 Residential Tenancies Act, 2006

Citation: CityHousing Hamilton Corporation v Harding, 2026 ONLTB 3568

Date: 2026-01-14

File Number: LTB-L-066456-25

In the matter of: 912, 181 JACKSON ST W
HAMILTON ON L8P1L8

Between: CityHousing Hamilton Corporation Landlord

And

Raphael Harding Tenant

CityHousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Raphael Harding (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; and
- 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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 5, 2026. The Landlord's Legal Representative, Vladimir Molatchenko, the Landlord's witnesses, Christine McKay ('CM') and Jordan Patterson ('JP'), and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On January 22, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination, deemed served on January 27, 2025, with a termination date of February 28, 2025 (the '1st N5 Notice'). In summary, the 1st N5 Notice alleged that, on the various dates

listed, the Tenant allowed his dogs to roam the common areas of the residential complex without a leash. In addition, it was alleged that the Tenant's dogs were aggressive toward staff or residents of the residential complex and, on 2 occasions lunged and/or attacked security staff.

4. As the Landlord served the Tenant with the 1st N5 Notice, 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).
5. On July 21, 2025, the Landlord gave the Tenant a second N5 notice of termination, deemed served on July 26, 2025, with a termination date of August 31, 2025 (the 2nd N5 Notice). In summary, the 2nd N5 Notice alleges the following:
 - on Jan 23, 2025, Mar 8 and 9, 2025, April 1, 2025, May 13, 2025 and June 28, 2025, the Tenant's dogs were off leash in and/or around the residential complex;
 - on Mar 10, 2025 the Tenant's guest was not signed in and/or out as required and the Tenant's guest was verbally abusive when asked to follow the procedure;
 - on Mar 31, 2025, the Tenant's dogs lunged at woman in elevator of residential complex;
 - on Apr 27, 2025 the Tenant and/or their guests threw garbage from the balcony onto courtyard of the residential complex;
 - on May 11, 2025, the Tenant's dogs were off leash in ninth floor hallway and the Tenant was seen dragging one of the dogs by the collar and whipping it against the wall;
 - on May 27 and 28, 2025, the Tenant's dogs were off leash and they urinated and/or defecated in 9th floor hallway;
 - on June 4, 2025, the Tenant exited the residential complex with 4 dogs off leash and thereafter the dogs ran toward the Landlord's contractor and began to bark and snarl and show their teeth at the contractor;
 - on June 8, 2025, the Tenant entered the lobby of the residential complex with his dogs off leash and the dogs charged toward another tenant and their dog barking aggressively;
 - on June 22, 2025, the Tenant's dogs were off leash and charged toward another tenant and their dog in the residential complex;
 - on July 7, 2025, the Tenant entered the lounge area with 4 dogs off leash and the dogs were barking at another tenant and their dog; and
 - on July 8, 2025, the Tenant's dog attacked another dog in the elevator.
6. On July 21, 2025, the Landlord gave the Tenant an N6 notice of termination, deemed served on July 26, 2025, with a termination date of August 31, 2025 (the 'N6 Notice'). In summary, the incidents in the N6 Notice were essentially the same as set out in the 2nd N5 Notice and it was pled that the Tenant's actions were contrary to City of Hamilton by-laws, the Provincial Animal Welfare Act, 2028 and the Criminal Code.

Evidence of the Parties

7. CM is a Supervisor of Tenant Services with the City of Hamilton. However, prior to that she worked as a tenant support worker in the residential complex and was in this role during the time periods referenced in the notices of termination. It was her evidence that the Tenant had been told repeatedly by various staff, including herself, that his dogs had to be leashed while in the common areas of the residential complex. However, the Tenant failed to do so and so the Landlord received multiple complaints from other tenants and staff of the building about the Tenant and his dogs. Multiple security reports and videos were tendered as evidence that corresponded with incidents described in the 2nd N5 Notice and the N6 Notice of Termination.
8. CM stated that many of the tenants in the building were fearful for their safety or the safety of their pets because of the Tenant's dogs and that the Tenant appeared to be unable to manage or control his dogs properly. Moreover, the Tenant was given several tickets by by-law enforcement but the Tenant continued to have his dogs off leash in the residential complex. Copies of the tickets were tendered as evidence.
9. It was also CM's evidence that the Tenant's conduct did not change or improve after being served with the notices of termination and that things only escalated after the application was filed with the Board. In this regard she testified to an incident that occurred in the ninth floor hallway on September 5, 2025, where another tenant of the residential complex (the 'Victim Tenant') was seen being attacked and viciously bitten multiple times by the Tenant's dogs. A video of the incident was tendered as evidence as well as photos of the Victim Tenant's injuries.
10. JP is an Animal Control Officer with the City of Hamilton. He stated that his first interaction with the Tenant was on March 8, 2025, when he spoke with him in person. JP stated that the Tenant was informed of the by-laws regarding leashing.
11. It was JP's evidence that he issued several tickets to the Tenant in July 2025 for permitting his dogs to be at large in the residential complex as well as for failing to license his dogs. In addition, he issued 4 tickets for having the dogs off leash and 1 ticket for allowing his dog to bite someone in relation to the incident that occurred on September 5, 2025. In this regard, JP stated that he met with the Victim Tenant and had him provide a statement as well as took photos of his injuries. In addition, he met with the Landlord's security and obtained the cctv footage of the incident. JP stated that he attended the rental unit with the police to charge the Tenant and that the dogs were apprehended at that time. Based on his dealings with the Tenant, JP expressed doubt that the Tenant would comply in the future.
12. The Tenant did not dispute the majority of the evidence presented and admitted that he had his dogs off leash as alleged. He stated that he did not recall receiving the 1st N5 Notice and was not aware that continuing to have his dogs off leash would lead to the loss of his housing. The Tenant did not dispute that CM had told him to leash his dogs or that he received various tickets from by-law. However, it was still his position that he didn't think that having his dogs off leash could lead to eviction.

13. The Tenant expressed remorse for the incident that occurred on September 5, 2025 and stated that he never asked his dogs to attack and that he had since apologized to the Victim Tenant and that they were now on good terms.
14. The Tenant stated that he would be willing to abide by conditions if his tenancy were permitted to continue such as leashing or muzzling his dogs

Analysis

15. Based on the evidence and submissions provided, I find that the Tenant's conduct in not leashing and properly controlling his dogs, has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant. The Tenant's dogs at the material times were 4 large muscular dogs that he permitted to roam freely. The videos produced at the hearing demonstrated the dogs' ability to be aggressive toward other people in the building as well as their pets. As such, I do not doubt that other tenants were intimidated and/or concerned for their safety and that of their pets when the Tenant and his dogs are around.
16. I also find, based on the evidence and submissions provided, that the Tenant has committed illegal acts in the residential complex by allowing his dogs to be off leash contrary to the City of Hamilton by-law 12-031, section 7.3. I find this conduct to be serious as it presents a safety issue and impacts the character of the residential complex. In this regard, this type of conduct lowers the sense of safety in the building for staff, tenants, their occupants and guests and has the ability to lower the reputation of the Landlord and the building overall if the conduct is permitted to continue.

Daily compensation

17. In the application, the Landlord requested daily compensation for use and occupation of the rental unit for the period from September 1, 2025 to January 5, 2026. However, there was no evidence to suggest that the Tenant did not pay rent for this period and so no compensation for this period shall be ordered.
18. Based on the monthly rent, the daily compensation is \$3.78. This amount is calculated as follows: \$115.00 x 12, divided by 365 days.
19. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from Eviction / Section 83 of the Act

20. The Landlord's Legal Representative requested termination as soon as possible but was not opposed to a brief delay of eviction to mid February 2026. The Landlord was opposed to a conditional order that would permit the tenancy to continue on the basis that the Tenant has demonstrated no ability to comply and the situation with his dogs has only escalated since the service of the 1st N5 Notice and this led to the Victim Tenant being viciously attacked by the Tenant's dogs after the application was filed.
21. The Tenant was opposed to termination of the tenancy and he stated that he was willing to abide by conditions such as leashing and muzzling his dogs.

22. The Tenant stated that he has lived in the rental unit for 9 years and that his rent is only \$115.00 per month. In light of this, it would be very difficult for him to find similar housing. In addition, he has a 4 year old son who he has visitation with and, if he were evicted, he would not be able to have his son over as he would have no place to go.
23. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and I find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act as it would be prejudicial to the Landlord. The Tenant did not dispute being told by the Landlord's staff that he had to leash his dogs or that he received tickets for this issue in July 2025. Despite this, the Tenant chose to ignore the Landlord's staff and the by-law officer as he did not believe that it could lead to the loss of his housing. In my view, this demonstrates a complete disregard for the Landlord's rules, the law and the reasonable enjoyment and basic safety of others. Moreover, the Tenant's choice not to comply and not to leash his dogs lead to further escalations with his dogs, including the Victim Tenant being brutally attacked by his dogs in the ninth floor hallway of the residential complex. As such, I find that it would be inappropriate to allow the tenancy to continue.
24. That said, I have considered all of the disclosed circumstances, including the length of the Tenant's tenancy, the type of housing he currently has and the fact that he has a young son he would like to continue to see, and find that it would not be unfair to postpone the eviction until February 15, 2026 pursuant to subsection 83(1)(b) of the Act. This delay will give the Tenant some additional time to find a new home and move out.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 15, 2026.
2. If the unit is not vacated on or before February 15, 2026, then starting February 16, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the 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 February 16, 2026.
4. The Tenant shall pay the Landlord compensation of \$3.78 per day for the use of the unit starting January 6, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

6. If the Tenant does not pay the Landlord the full amount owing on or before February 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 16, 2026 at 4.00% annually on the balance outstanding.

January 14, 2026

Date Issued

Rachel Gibbons

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 August 16, 2026 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.