



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-082445-25

In the matter of: 18 ABERDEEN AVE
BRANTFORD ON N3S1R5

Between: City of Brantford Housing Landlord

And

Cassandra Vanblyderveen Tenant

City of Brantford Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Cassandra Vanblyderveen (the 'Tenant') because 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.

This application was heard by videoconference on January 14, 2026.

Only the Landlord's representative, Ashley Cordier, and two witness for the Landlord, Sonya McGowan (SM) and Kristina Caton (KC) attended the hearing.

As of 11:50 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 reschedule the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

Preliminary Matter:

1. The Board questioned the Landlord regarding the Tenant's awareness of the hearing today. This arose from the fact that it appears the notice of hearing sent out to the Tenant by mail was returned. The Landlord indicated that the Tenant was fully aware of the hearing based on the fact that it is the Landlord's practice to have the property manager put a copy of the notice of hearing under the door of the Tenant, a practice which would have been followed in this case. Also, she indicated that the Tenant has a support worker who shared with the Landlord that the Tenant was aware of the hearing.
2. Based on the information provided by the Landlord, the Board is satisfied that the Tenant had notice of the hearing.

3. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the tenancy is terminated, and eviction is ordered.
4. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

5. On September 22, 2025, the Landlord gave the Tenant an N7 notice of termination deemed served on September 22, 2025. The notice of termination contains the following allegations: on September 17, 2025, the Tenant did not have control of her dog in the common space of the rental complex, and it bit another tenant twice. This incident resulted in a call to bylaw enforcement.
6. Evidence was provided to the Board through two witnesses and through documentation filed in the portal in DOC-7037002.
7. Witness SM testified that on September 17, 2025, she was outside in one of common areas of the residential complex and observed the Tenant sitting with her dog. The dog lunged at SM, grabbed onto her leg, released her, then grabbed her again and tore open her leg. Pictures of the puncture wounds are filed in the above-noted document. SM testified that the Tenant did nothing to assist with the situation: she did not attempt to pull her dog off and did not get up, even though SM was visibly bleeding. As a result of the attack SM has a severe scar on the back of her leg.
8. SM testified that the attack has seriously impacted her. She says that she loves animals but is now afraid of big dogs. She is very emotional and scared when she goes out with her own dog. She observed that the Tenant does not appear to care about the safety of others in the complex as she still has her dog on a long leash and does not muzzle it. She testified that she reported this incident to bylaw officers.
9. The second witness, KC, is a senior bylaw officer. She testified to receiving the complaint about the above-noted dog attack and followed up with an investigation. After investigating, KC determined the dog to be designated as dangerous and she tried on a number of occasions to deliver the notice of this designation to the Tenant. The Tenant was never available when KC tried to contact her, and when home in her unit, refused to answer the door. KC explained that in the case of a dog biting a human, the designation as dangerous has special requirements for the owner of the dog, including: purchasing a dangerous dog licence, (which has not been done), keeping the dog muzzled, (which based on testimony has not been done) keeping the dog on a 3-foot long leash (which according to testimony has not been done), as well as a number of other requirements. KC testified that there has been no compliance by the Tenant, who has refused contact with the bylaw officer regarding this, despite outreach to her twice by email and four times by direct knocking at the Tenant's door. KC stated that the Tenant has been avoiding her and is not complying with the designation requirements.
10. The testimony of the bylaw officer supports the testimony given by SM that the Tenant exhibits a cavalier disregard to her responsibilities relating to her dog ownership. This was demonstrated by the lack of assistance provided when her dog attacked SM, and her continued avoidance of outreach by the bylaw officer to address the dangerous dog

designation and to advise her of her additional responsibilities as a result of that designation.

11. I am satisfied that the Tenant's dog has seriously impaired the safety of another tenant in the residential complex as noted above. The attack took place in the residential complex and there is no question it was the Tenant's dog inflicting the attack. Further, I am satisfied that the testimony demonstrated that it was the Tenant's failure to have care and control of her dog which resulted in the attack and the subsequent impairment of safety of others.
12. I am satisfied that the Tenant's lack of care and control of her dog continues to pose a serious impairment of safety to other people in the residential complex. Based on the evidence presented the Tenant demonstrates behaviour through her acts and omissions that seriously impairs the safety of others in the residential complex.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

14. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant did not attend the hearing to provide any information which might assist me in determining whether relief from eviction would be appropriate. I rely on the Landlord's evidence which established that the Tenant is not a responsible pet owner, did not intervene when she had the opportunity to stop her dog from attacking another tenant in the residential complex, has avoided contact with the bylaw officer, and is not in compliance with the requirements for a dog which has been designated "dangerous". The Tenant's lack of responsibility for her dog's behaviour impacts the Landlord's obligations to other tenants and impairs the ongoing safety of other tenants. The Tenant's actions offer no assurance that she would comply with a conditional order.
15. This order contains all of the reasons within it. No further reasons will be issued.

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 January 26, 2026.
2. If the unit is not vacated on or before January 26, 2026, then starting January 27, 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 January 27, 2026. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.

5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before January 26, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 27, 2026, at 4.00% annually on the balance outstanding.

January 21, 2026
Date Issued

Stephanie Ball
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 July 27, 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.