



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc., C/O Skyline Living v Arthur, 2026 ONLTB 6325

Date: 2026-01-26

File Number: LTB-L-078621-25

In the matter of: Unit 614, 26 HELEN AVE
BRANTFORD ON N3T5Y9

Between: Skyline Real Estate Holdings Inc., C/O Skyline Living Landlord

And

Cheryl Arthur Tenants
Shane McQueen

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Cheryl Arthur and Shane McQueen (the 'Tenants') because:

- the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on December 4, 2025.

The Landlord's Legal Representative Trevor Schieb and the Tenants attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However the tenancy between the Landlord and the Tenants shall continue if the Tenants meet the conditions set out in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N6 Notice of Termination

3. On September 16, 2025, the Landlord gave the Tenants an N6 notice of termination deemed served on the same date. The notice of termination alleges that on September 4, 2025 the Tenant Cheryl Arthur yelled at another tenant of the residential complex and threatened to kill their dog.
4. Jessica Bissett the assistant resident manager provided testimony on behalf of the Landlord at the hearing. She testified that on September 4, 2025 she had received a call from the Tenant Cheryl Arthur that there were dogs off leash at the front of the building. However, when she attended the front of the building no dogs were observed.
5. She further testified that on September 6, 2025 she received an email from a tenant of the residential complex relating to an incident that occurred between the Tenants and their neighbour on September 4, 2025. As a result of this complaint she prepared an incident report.
6. The Landlord produced the email received from the other tenant and the incident report was prepared based on the email.
7. The email received indicates that when the tenant drove into the parking lot of the residential complex her dog began barking and the Tenant Shane McQueen yelled at her. Upon arriving on the 6th floor the Tenant Shane McQueen and his girlfriend were in the hallway staring at her. The emails states that she told them that she could let the dog of the leash and then walked into her apartment. Shortly thereafter the Tenant Cheryl Arthur attended at their unit and began yelling at her mother and threatened to kill their dog.
8. The complaining tenants did not attend the hearing to provide any testimony.
9. Jessica Bissett confirmed that she did not personally observe the incident and her information is limited to what was contained in the email that she received, although she is aware that there have been issues between the same tenants and their dogs in the past.
10. The Tenant Cheryl Arthur testified that her son told her the other tenant had threatened to "sic" their dogs on him after a verbal exchange between them. She then proceeded to call 9-1-1 to report the incident who told her to call by-law animal services, which she did.
11. The Tenant does not dispute making a threat to the neighbour and stated that after making the phone call to by-law animal services she proceeded to go to her neighbour's unit and told the neighbour that if their dog comes near her son she will do whatever is necessary to protect her son from their dogs which may include killing them.
12. She stated that she did this as her son had previously been attacked by her neighbours' dogs and that he suffers from epilepsy and that another attack could cause him to have a seizure.

Illegal Act

13. Having considered the undisputed evidence before me regarding the incident of September 4, 2025, I find that the Tenant has committed an illegal act in the residential complex by what amounts to a death threat against their neighbour's dogs.
14. Section 264.1(1) of the Criminal Code of Canada states that it is an illegal act to threaten to harm or kill an animal. Specifically, it states the following:

Uttering threats

264.1 (1) Everyone commits an offence who, in any manner, knowingly utters, conveys or causes any person to receive a threat

- (a) to cause death or bodily harm to any person;
- (b) to burn, destroy or damage real or personal property; or
- (c) **to kill, poison or injure an animal or bird that is the property of any person.**

[Emphasis added]

15. Based on the evidence before me it is undisputed that the Tenant Cheryl Arthur committed an illegal act.

Relief from eviction

16. The Landlord sought termination of the tenancy based on the threat made by the Tenant. Stating that the Landlord has a zero-tolerance policy on threats and impairments of safety towards other residents and staff.
17. The Tenant Cheryl Arthur has resided in the rental unit for 25 years and has not had any issues in the past. She stated that the issues with the neighbours began after a break-up occurred between Shane McQueen and the neighbour's daughter who had been dating.
18. It is clear from the testimony of the Tenant and the email of the neighbour that there are some ongoing issues between the Tenant and their neighbours. Although it does not excuse the Tenant's behaviour, from the email tendered the neighbour made a comment to the Tenant Shane McQueen that she could let the dog off the leash as she walked past him, which likely escalated the situation.
19. The Landlord's witness is not aware of any threats made by the Tenants either prior to the incident on September 4, 2025 or afterwards.
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. Having considered the length of the tenancy, the event itself and that there have been no further threats made, I find that the tenancy should be preserved on the conditions set out below.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants shall not have any direct contact with their neighbours, the neighbours' guests or animals for a period of 12 months.
3. The Tenants shall not threaten or harass any persons within the residential complex for a period of 12 months.
4. If the Tenants fail to comply with the conditions set out in paragraph 2 or 3 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 Tenants. 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.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. If the Tenants do not pay the Landlord the full amount owing on or before February 6, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 7, 2026 at 4.00% annually on the balance outstanding.

January 26, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

