



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-084608-25

In the matter of: 20, 394 AUDEN RD
GUELPH ON N1E6Z6

Between: Guelph Non-Profit Housing Corporation Landlord

And

Terra Robins Tenant

Guelph Non-Profit Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Terra Robins (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

This application was heard by videoconference on January 28, 2026.

Only the Landlord's Legal Representative Peter Schroeder attended the hearing.

As of 10:33 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.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. N5 Notice of Termination- Substantial interference

On September 26, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on September 26, 2025, with a termination date of October 31, 2025. The notice of termination contains the following allegations:

- The Landlord's witness Chelsea Donaghy testified that on or about July 25, 2025, she became aware that the Tenant disconnected the gas services to the rental unit.

She testified she followed up the Enbridge Gas on September 22, 2025, and confirmed that the gas services remained disconnected. Ms. Donaghy presented evidence by screenshots of a messenger service and her speaking with a representative from Enbridge.

- During the hearing, Ms. Donaghy testified that the Tenant reconnected the gas services on October 16, 2025.
 - On or about April 28, 2025, Ms. Donaghy testified that she received a complaint that dog feces had accumulated on the upper patio/deck. She followed up with a letter to the Tenant allowing the Tenant to clean up the dog feces by April 30, 2025.
 - On May 2, 2025, Ms. Donaghy observed and documented that the upper deck was still dog feces on the upper deck.
 - On June 27, 2025, another complaint was received by the Landlord about dog feces accumulated on the upper deck. Ms. Donaghy followed up with a letter to the Tenant giving her until June 30, 2025.
 - On July 2, 2025, July 9, 2025, July 21, 2025, and September 18, 2025, Ms. Donaghy testified she observed dog feces on the upper deck of the rental unit.
 - Another letter was sent to the Tenant on September 22, 2025, she observed dog feces had accumulated on the upper deck. She sent a letter to the Tenant to clean up the deck.
 - Lastly, she testified that on November 14, 2025, the dog feces on the deck still is an issue.
 - All the above dates Ms. Donaghy presented photographs of the upper deck which showed the accumulation of dog feces.
4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. It appears there is a history of the Tenant allowing her dog to defecate on the upper deck or patio, which continued during the 7-day voiding period, up to and including the hearing date. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
5. Daily compensation, NSF charges, rent deposit
- The Tenant was required to pay the Landlord \$406.73 in daily compensation for use and occupation of the rental unit for the period from November 1, 2025, to January 28, 2026.
6. Based on the monthly rent, the daily compensation is \$4.57. This amount is calculated as follows: \$139.00 x 12, divided by 365 days.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. There is no last month's rent deposit.
9. Relief from eviction

The Landlord's Legal Representative Peter Schroeder requested the Board consider a conditional order with a section 78 clause. He also agreed to waive the costs for filing the application.

10. 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.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
 - For a period of 36 months, starting February 5, 2026, to February 5, 2029, the Tenant allow not allow her dog(s) to defecate on the upper deck or patio.
 - For the duration of the tenancy, the Tenant shall ensure that utilities remain connected.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 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.

February 5, 2026
Date Issued

Anthony Bruno
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.