



**Order under Section 78(6)  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-011217-26

**In the matter of:** 326, 17 BRIMLEY RD  
SCARBOROUGH ON M1M3T8

**Between:** Toronto Seniors Housing Corporation Landlord

**And**

Rona May Mary Belanger Tenant

Toronto Seniors Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Rona May Mary Belanger (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on September 16, 2024, with respect to application LTB-L-022911-23.

This application was decided without a hearing being held.

**Determinations:**

1. The order provides that the Landlord can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.
2. I find that the Tenant has not met the following conditions in Paragraph 2 and 3 as specified in the September 16, 2024 order:

*"2. The Tenant shall not commit an illegal act within the residential complex.*

*3. The Tenant shall refrain from any act that seriously impairs the safety of any person in the residential complex."*

**On or about January 18, 2026, the Landlord's Senior Services Coordinator (SSC) received a written complaint from a Personal Support Worker (PSW) working in the residential complex stating that upon the PSW exiting the elevator onto the 3rd floor of the residential complex, she observed the Tenant sitting on a bench in the elevator lobby, smoking a cigarette, with her large dog walking around the hallway unrestrained/off-leash. The SSC was concerned as the Tenants dog is a large breed and the Landlord has received reports in the past that the Tenants dog has lunged on residents of the building in the past.**

On or about January 31, 2026, at approximately 6:20pm, the Landlord's SSC received a written complaint from a resident of the residential complex. The resident was going to visit a friend on the 3rd floor of the residential complex when he observed the Tenant sitting on a bench in the common area of the 3rd floor. The door to the Tenant's rental unit was open and as the resident was walking by the open door, the Tenant's dog, described as a pitbull, ran out of the rental unit, towards the resident. The resident attempted to greet the dog verbally, but the dog proceeded to bite the resident on his right leg. The resident turned to the Tenant and stated that the dog had bit him. The Tenant simply said, "Hit him".

3. The previous application includes a request for an order for compensation for damage and the order requires the Tenant to pay an amount for damage. Accordingly, the Landlord is entitled to request an order for compensation for damage.
4. The Tenant was required to pay \$186.00 for compensation for damage and the application filing fee in the previous order. The amount that is still owing from that order is \$186.00 and that amount is included in this order. This order replaces order LTB-L-022911-23.
5. The Landlord is entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$20.55. This amount is calculated as follows: \$625.00 x 12, divided by 365 days.

**It is ordered that:**

1. Order LTB-L-022911-23 is cancelled.
2. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before February 21, 2026.
3. If the unit is not vacated on or before February 21, 2026, then starting February 22, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. 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 22, 2026.
5. The Tenant shall pay to the Landlord \$186.00\*. This amount represents the unpaid compensation for damage the costs related to the application fee for the previous application.
6. The Tenant shall also pay to the Landlord \$20.55 per day for compensation for the use of the unit starting February 11, 2026, to the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before February 21, 2026, the Tenant will start to owe interest. This will be a simple interest calculated from February 22, 2026, at 4.00% annually on the balance outstanding.

**February 10, 2026**  
**Date Issued**

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Alicia Johnson  
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

The Tenant has until February 20, 2026, to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by February 20, 2026, the order will be stayed and the LTB will schedule a hearing.

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 expires on August 22, 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.

\* Refer to the attached Summary of Calculations.

**Summary of Calculation****Amount the Tenant must pay the Landlord:**

| <b>Reason for amount owing</b>                                                      | <b>Period</b> | <b>Amount</b>                                               |
|-------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------|
| Amount of compensation for damages owing from previous order                        |               | \$186.00                                                    |
| New NSF cheque charges and related administration charges                           |               | \$0.00                                                      |
| Plus daily compensation owing for each day of occupation starting February 11, 2026 |               | \$20.55 (per day)                                           |
| <b>Total the Tenant must pay the Landlord:</b>                                      |               | <b>\$186.00 +\$20.55 per day starting February 11, 2026</b> |