



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-097902-25

In the matter of: Apt. 2, 674 CENTRE LINE
SELWYN ON K9J6X5

Between: 1591448 Ontario Limited Landlord

And

Kaila Christine Teevins (formerly Prinz) Tenants
Tim Moncrief
Dori Moncrief

1591448 Ontario Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Kaila Christine Teevins (formerly Prinz), Tim Moncrief and Dori Moncrief (the 'Tenants') 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 February 24, 2026. The Landlord's Agent, F. Ram, and the Tenant attended the hearing. The Landlord's witness, C. Sergent, was also present at 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 Tenants will be ordered to stop the offending conduct.
2. The Tenants are in possession of the rental unit.
3. On October 2, 2025, the Landlord gave the Tenants a first, voidable Notice to End your Tenancy for Interfering with Others, Damage or Overcrowding (N5) with a termination date of October 31, 2025. Therefore, 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).
4. On November 24, 2025, the Landlord gave the Tenants a second N5 notice of termination with a termination date of January 31, 2026. The Landlord alleged in the notice that the

Tenants' dog was let loose in their yard, the dog barked nonstop, and the smell of marijuana and cigarettes emanated from the rental unit into a neighbouring unit.

5. The Landlord testified that:

- a. On October 24, 2025, the Tenant's dog was 'loose in their yard',
- b. On November 13, 2025, and November 15, 2025; December 1, 2025, December 5, 2025, and December 21, 2025; and February 3, 2026, the Landlord received complaints about the Tenant's barking dog
- c. On October 23, 2025, and October 27, 2025; November 15, 2025; January 25, 2026; and February 15, 2026, the smell of marijuana and cigarettes seeped into a neighbouring unit from the rental unit.

6. The Landlord's witness and resident of the neighbouring unit, CS, testified that the dog belonging to the Tenants' barks for extended periods of time when the Tenants are away from the rental unit. On December 27, 2025, for example, the dog barked from about 11:30 a.m. to 2:30 p.m. and disturbed CS who works from home.
7. The Landlord provided an audio recording as evidence in support of CS's testimony that on January 20, 2026, the Tenants' dog started barking at about 4:53 p.m. and stopped at 6:57 p.m. The barks were quite loud for a recording.
8. The Tenant denied smoking in the rental unit but acknowledged smoking in a spot that is some distance from the rental unit. On December 4, 2025, an officer from Animal Control visited the unit and when the Tenant contacted her as requested, the officer noted that she did not hear the dog bark while she was in the residential complex. However, a subsequent visit would result in a fine against the Tenants. The officer recommended a bark collar which the Tenants have decided to obtain.
9. The Tenants have resided in the rental unit for 12 years, are employed and have a sixteen-year-old son. The Tenants have not looked for alternative accommodation because the housing market is expensive.
10. Based on all the evidence, I am satisfied that the Tenants' dog barks for extended periods of time while they are away from the rental unit and despite the visit from Animal Control on December 4, 2025, the Tenants failed to take steps to rectify the problem.
11. Regarding the smoking allegations, the Tenants claimed that while they do smoke, it is done away from the rental unit. However, given the repeated complaints about the smell from their smoking, I find on a balance of probabilities that the Tenants either smoke in the rental unit or do so at a distance that causes the smell to travel to the neighbouring unit.
12. The conduct of the Tenants has substantially interfered with the other tenants' reasonable enjoyment of the residential complex and with the Landlord's lawful right, privilege, or interest of the Landlord.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

14. The Landlord collected a rent deposit of \$1,076.25 from the Tenant and this deposit is still being held by the Landlord.
15. 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. Eviction is a remedy of last resort, and the Tenants have resided in the rental unit for over a decade.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. For a period of one year commencing on March 7, 2026, and continuing to March 6, 2027, the Tenants, another occupant of the rental unit or someone the Tenant permits in the residential complex shall not substantially interfere with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interfere with another lawful right, privilege or interest of the landlord or another tenant. For specificity, they shall:
 - a. stop smoking, of any kind, in the rental unit or any part of the residential complex that is so close to the neighbouring unit that the smell could travel there, and
 - b. ensure the incessant and extended barking of their dog is restrained.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 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.
4. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenants do not pay the Landlord the full amount owing on or before March 13, 2026, the Tenants will start to owe interest. This will be simple interest calculated from March 14, 2026, at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Jitewa Edu
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.