



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-101845-25

In the matter of: 342 HILL ST
LONDON ON N6B1E3

Between: Samantha Fayad Landlord

And

Daryl Heddington Tenant

Samantha Fayad (the 'Landlord') applied for an order to terminate the tenancy and evict Daryl Heddington (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 26, 2026.

Only the Landlord and the Landlord's Legal Representative Lindsey Branje attended the hearing.

As of 9:55am, 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. Therefore, the tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before March 22, 2026
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 18, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: That the Tenant has multiple large dogs in the rental unit which are barking and disturbing other Tenants. The Tenant has

failed to control the dogs, which has prevented the Landlord and trades from attending, inspecting and performing work in the rental unit and has prevented treatment of a pest infestation. The N5 also alleges that the Tenant has failed to properly dispose of garbage which is littered around their rental unit.

4. The Tenant did not stop the conduct or activity or correct the omission within seven days after receiving the N5 notice of termination. 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. The Landlord testified at the hearing. She testified that on October 3, 2025, she received multiple complaints of dogs barking within the Tenants rental unit continuously throughout the day and night. The complex contains six units in total and 4 of the 5 other units lodged a complaint this day.
6. The Landlord testified that the excessive barking continued on October 16, 2025, and November 2, 2025 when she also received complaints from other residents.
7. The Landlord testified that there was a pest infestation in the rental unit which required treatment. After providing a notice of entry and specifically requesting the Tenant ensure their dogs are secured she attempted to enter the rental unit on November 15, 2025. She texted the Tenant approximately half an hour prior to her arrival to ensure the dogs were secure and the Tenant assured her that they were. However, when she attended the dogs and had not been secured and she was unable to enter the unit.
8. The Landlord also observed excessive garbage around the rental unit which has not been placed in the appropriate receptacles when she attended on November 15, 2025.
9. On November 18, 2025, the Landlord again attempted to enter the rental unit and requested that the dogs be secured. However, despite following up with the Tenant to ensure that the dogs were secured the Tenant once again failed to secure them and the Landlord was unable to enter the rental unit. The Landlord also observed that there continued to be excessive garbage around the rental unit on November 18, 2025.
10. The Landlord testified that the Tenant failed to void the N5 Notice of Termination. She testified that she served a notice of entry on November 22, 2025 and attempted to enter the rental unit on November 24, 2025 but was unable to do so because the Tenant failed to secure their dogs. The Landlord attempted to enter the rental unit again on December 6, 2025, this time with a narrower window for entry and the Tenant again failed to secure the dogs and she could not enter. The Landlord also testified that the Tenant has failed to remediate the garbage around the rental unit and relied on pictures depicting the garage remaining around the unit.
11. Based on the Landlord's uncontested evidence I am satisfied that the Tenant has interfered with the reasonable enjoyment of the Landlord and other Tenants and has interfered with the Landlord's lawful rights and privileges. I found the Landlord's testimony to be credible and reliable and accept that the Tenant is keeping 6 or 7 large dogs in the metal unit who have been barking excessively and disturbing other residents. I also accept that the Tenant has failed to secure these dogs, which has prevented the Landlord from attending the rental unit to assess and treat a pest infestation. I also accept based on the

Landlords testimony and photographs provide that there is excessive garbage surrounding the rental unit.

12. Further, I find that the Tenant has failed to void the notice of termination as they have continued to fail to secure the dogs in the rental unit, preventing the Landlord's entry and have failed to remove the garbage indiane on the N5 Notice of Termination.
13. The Tenant was required to pay the Landlord \$3,636.37 in daily compensation for use and occupation of the rental unit for the period from December 10, 2025 to February 26, 2026.
14. Based on the monthly rent, the daily compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.
15. Since the termination date in the notice of termination, the Tenant paid the Landlord \$1,500.00 in rent.
16. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
17. There is no last month's rent deposit.
18. 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 Landlord's Legal Representative was not aware of any of the Tenant's circumstances that would support delaying or denying eviction. The Tenant did not attend and thus I did not have an opportunity to hear evidence from them on the issue. The Landlord testified that she has made further attempts to enter the unit, including on January 5, 2026, and been prevented as the Tenant has not secured the dogs, this has prevented pest control treatment and prevents electrical trades from entering the rental unit. It has also prevented the Landlord from treating a leaking toilet within the rental unit which has considerably increased her water bill. Considering all the circumstances, I am satisfied that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

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 March 22, 2026.
2. If the unit is not vacated on or before March 22, 2026, then starting March 23, 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 March 23, 2026.
4. The Tenant shall pay to the Landlord \$2,136.37, which represents compensation for the use of the unit from December 10, 2025 to February 26, 2026.
5. The Tenant shall also pay the Landlord compensation of \$46.03 per day for the use of the unit starting February 27, 2026 until the date the Tenant moves out of the unit.

6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$2,322.37.
8. If the Tenant does not pay the Landlord the full amount owing on or before March 22, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 23, 2026 at 4.00% annually on the balance outstanding.

March 11, 2026
Date Issued

Reid Jackson
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 September 23, 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.