



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc., C/O Skyline Living v Janovich, 2026 ONLTB 20414

Date: 2026-03-10

File Number: LTB-L-102494-25

In the matter of: Unit 115, 555 PARK RD N
BRANTFORD ON N3R0B4

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

And

Martha Janovich Tenant

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Martha Janovich (the 'Tenant') because:

- the Tenant 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.

This application was heard by videoconference on February 11, 2026.

Only the Landlord's Representative, Trevor Scheib, and the Landlord's Witness, Shelby DeForest, attended the hearing.

As of 3:21pm, 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. The Landlord's Representative and the Landlord's witness did confirm that they had personally reached out to the Tenant to remind them of the hearing, however the Tenant was unresponsive.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, a conditional order is issued: the Tenant is to maintain control of all dogs in the common areas of the residential complex at all times.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On December 1, 2025, the Landlord served the Tenant an N6 notice of termination. The notice of termination alleges:
 - On November 14, 2025, at 10am, the Tenant's dog bit the arm of one of the Landlord's employees.
 - On November 16, 2025, the Tenant allowed their dogs to roam through the common areas off-leash.
4. The Landlord's Witness, Shelby DeForest (SD), witnessed the dog bite onto a fellow employee's pant leg. The bitten employee had visible signs of also having been bit on the arm. SD notified the Tenant of the incident, and the Tenant was aware of the dog bites.
5. SD also testified to having seen video footage of the Tenant's dogs being allowed to run freely in the hallway. Although they had leashes on them, no one was holding those leashes.
6. Section 61(1) of the *Residential Tenancies Act*, 2006 (the 'Act') states:

61 (1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
7. The illegal act addressed by the Landlord in the notice was a breach of City of Brantford By-Law Chapter 206.7.2 by failing to keep the dog under control, however, I find that the dog bite would more logically fall under section 5.1 of the *Dog Owners' Liability Act* ('DOLA') which states:

5.1 The owner of a dog shall exercise reasonable precautions to prevent it from,

 - (a) biting or attacking a person or domestic animal; or
 - (b) behaving in a manner that poses a menace to the safety of persons or domestic animals.
8. In *Swansea Village Co-operative Inc. v. Balcerzak*, [1988 CanLII 4844 \(ON SC\)](#), [1998] O.J. No. 84, 63 O.R. (2d) 741 (Ont. Div. Ct.), the court found that there can be eviction for an isolated illegal act, but the illegal act cannot be trivial. The offence must have the potential to affect the character of the premises or disturb the reasonable enjoyment of the Landlord or other tenants. Further, in *Joseph v. Toronto Community Housing Corporation*, [2013 ONSC 413](#), the Divisional Court confirmed that the well-being of the community as a whole and the tenants in that community takes precedence over the individual's right to ask for relief of forfeiture under these serious circumstances.
9. Based on the uncontested evidence before me regarding the November 14, 2025, incident, I am satisfied that a dog bite is both serious and affect the reasonable enjoyment of the Landlord's lawful rights. Although the bite is a one-time incident (based on what has been presented to me), a bite can cause both lasting physical and psychological damage to the victim.

10. Based on the uncontested evidence before me, I am satisfied that the Landlord have successfully proven the contents of their notice.

Relief From Eviction

11. The Landlord, at the onset of the hearing, was hoping that the Tenant would have attended the hearing, and had, up until moments before the hearing, encouraged the Tenant to participate. The reason being is that the Landlord is not seeking an order to terminate, but rather a conditional order that would preserve the tenancy provided that the Tenant maintains control of her pets at all times in the common areas of the residential complex.
12. I find that the Landlord's request is in line with a reasonable outcome of this application, and this order is one that I would have likely imposed, pursuant to section 83(2) of the Act, had the Landlord sought an eviction.
13. For this reason, the Landlord's request is granted.

Costs

14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs. The Landlord asked that interest not apply until after April 30, 2026. I am satisfied that this request is fair and reasonable.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall maintain control of any and all dogs in the common areas of the residential complex at all times.
3. If the Tenant fails 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 Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 10, 2026
Date Issued

Robert Brown
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.