



**Order under Section 69 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-065922-25

In the matter of: A1111, 400 DUFFERIN ST
TORONTO ON M6K0G2

Between: 390 Dufferin GP Inc. Landlord

And

Ethan Pella Tenant
Christine Pella

390 Dufferin GP Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Ethan Pella and Christine Pella (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises

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

390 Dufferin GP Inc. (the 'Landlord') applied for an order requiring Ethan Pella and Christine Pella (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on November 26, 2025.

The Landlord's Legal Representative Sara Matthews and the second named Tenant attended the hearing.

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 Wilful or Negligent Damage

On July 11, 2025, the Landlord gave the Tenant an N5 notice of termination, which was deemed served on July 16, 2025, with a termination date of August 5, 2025. The notice of termination contains the following allegations:

- On April 21, 2025, the Tenant Christine Pella and her sister entered into the elevator on the 11th floor. The Landlord alleges that the Tenant did not hold on to the lease which was attached to a dog.
 - The Landlord alleges that the leash was dragging on the floor behind the Tenant Christine. The Tenant appeared to be speaking to her sister with her back turned away from the dog.
 - Upon the elevator's doors closing, the leash became caught in the elevators doors as they closed. The Elevator began moving downward and the dog was dragged upwards.
 - As a result, the elevator was stuck on the 10th floor and was out of service for several hours.
 - On April 25, 2025, the Landlord received an invoice from Delta Elevator Co. Limited for \$776.27 for repairs on the elevator.
4. The Landlord first witness was Sam Iston. He testified that his role is managing the property and overseeing resident issue.
 5. He confirmed that after the incident, he contacted Ms. Pella to check on the dog's wellbeing. He stated that he instructed staff to prepare a safety bulletin for all tenants to prevent future incidents like this. He stated there was no discuss with the Tenant about the cost of the damages at that time.
 6. The Landlord through Mr. Iston presented surveillance footage showing the leash trailing behind the tenant, and that the tenant's back was turned to the dog as the elevator moved. He confirmed that the total damages sought by the Landlord were \$776.37, and the invoice from Delta Elevators Co. Limited was submitted.
 7. The Tenant Ms. Pella cross-examined the evidence presented by Mr. Iston. The Tenant questioned whether Mr. Iston informed her about damages or the elevator company's involvement. Mr. Iston confirmed he did not discuss damages during the initial conversation, focusing only on the dog's safety.
 8. The Landlord's next witness was Natalie Campos. She testified she has been working at the Brixton for over two years. Her responsibilities include reviewing invoices, categorizing charges, and determining if costs should be charged back to residents.
 9. She became aware of the incident after receiving an invoice from the elevator company, which included a technician's report stating a dog leash was caught in the elevator door. She spoke to property manager Sam Iston, and together they concluded that the cost should be charged back to the tenant.
 10. Ms. Campos authored a letter to the tenant explaining the charge, attached the invoice, and uploaded it to the resident portal. She confirmed that the letter was sealed and delivered by the concierge.

11. The Tenant Ms. Pella cross-examined the evidence presented by Ms. Campos. The Tenant challenged Ms. Campos' testimony that the letter was not shared outside the portal, not she received a copy at her door.
12. Ms. Pella questioned her about communications with Sam Iston regarding safety bulletins and conversations, which Ms. Campos clarified were not part of her initial knowledge.
13. Lastly, the Tenant questioned and raised concerns regarding inconsistencies in the elevator incident report, including the floor number and the leash involvement. Ms. Campos confirmed again she did not alter any documents and relied on the technician's report and findings.
14. Both Mr. Iston and Ms. Campos provided corroborating testimony regarding the chargeback process and confirmed that the elevators technician's report indicated the leash caused the incident.
15. The Tenant Christine Pella testified, she admitted the leash was not in her hand but argued it was a loop carried around her arm.
16. She stated that the incident was an accident not wilful or reckless. She claimed and asserted that the dog was always under her supervision.
17. Ms. Pella questioned the elevator report, highlighting what she felt as inconsistencies in floor numbers and the technician's notes. She raised concerns about privacy violations, noting the video presented into evidence was shared with building staff and other tenants.
18. The Landlord's Legal Representative Ms. Matthews cross examined the Tenant on the evidence presented. When questioned about the least, the Tenant acknowledged the leash was not in her hand and dragged behind her.
19. Ms. Pella maintained she had the dog within a foot of her and considered it supervised. She confirmed she authored letters contemporaneous to the incident but provided no independent third-party witness evidence.
20. She admitted that the lease requires dogs to be leashed and supervised.
21. In redirect evidence Ms. Pella reiterated the incident involving the dog was an accident and emphasized the elevator malfunction contributed to the damages.

Analysis

22. I find that the surveillance video shows the dog leash trailing behind her as she entered the elevator, and her back was turned toward the dog.
23. The Landlord's Ms. Campos provided detailed evidence regarding the invoice, technician's report, and the chargeback process. The report explicitly states a dog leash caused the elevator door damage.
24. Miss Pella argued that the leash was a loop carried on her arm and that she did not realize it had dropped. She claimed the elevator malfunction contributed to the incident. While the Board acknowledges her testimony and the possibility of minor elevator sensor issues, the evidence overwhelmingly shows that the proximate cause of the damage was the leash

being left trailing. Although, inconsistencies in the floor numbers and technician notes were noted, but these do not negate that some part of the leash became caught, causing damage.

25. I find that the Tenant's own evidence confirms the dog was within a foot of her, but the leash itself was not secured. Ms. Pella mentions privacy concerns however presented no evidence to support this theory. Further, this concern of privacy do not affect her liable actions in maintain control of the animal.
26. I find that the Tenant breached her lease obligations by failing to maintain control of the dog leash. The landlord has proven on a balance of probabilities that the Tenant is responsible for the \$776.37 in damages.
27. The Tenant did not repair the damage, pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act).
28. The Landlord has incurred reasonable costs of \$776.37 to repair the damage and replace property that was damaged and cannot be repaired.

Daily compensation, NSF charges, rent deposit

29. Based on the monthly rent, the daily compensation is \$149.03. This amount is calculated as follows: \$4,533.00 x 12, divided by 365 days.
30. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

31. The Landlord's Legal Representative Ms. Matthews seeks a conditional order to prevent recurrence on this incident. She submits that the Tenant must supervise the dog and maintain control of the leash while outside her rental unit for the duration of the tenancy. If the Tenant breaches this condition section 78 to apply.
32. Ms. Pella argues the incident was accidental and again raised concerns about video privacy.
33. Given the submission by both parties, I find that a behavioural order requiring leash control and supervision is reasonable and necessary to prevent harm to persons, property, or pets. The Tenants own evidence confirms the leash was not properly held, and she admitted her back was turned away from the dog.
34. 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.
 - The Tenant shall maintain control of the dog leash and supervise the dog at all times while outside the rental unit for the remainder of the tenancy.
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.
3. The Tenant shall pay to the Landlord \$776.37, which represents the reasonable costs of repairing the damage and replacing the damaged property.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$962.37.
6. If the Tenant does not pay the Landlord the full amount owing on or before March 27, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 28, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Anthony Bruno
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.