



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107337-25

In the matter of: 213, 2 BRAHMS AVE
NORTH YORK ON M2H 1H1

Between: Toronto Community Housing Corporation Landlord

And

Debra King Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Debra King (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 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;
- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The application was scheduled to be heard by video conference on March 19, 2026. At the Online Dispute Resolution, the Landlord's Representative, paralegal, Shelby Whittick, the Tenant's representative, lawyer, Joe Myers and the Tenant, Debra King, advised that the parties had reached an agreement.

The parties requested that Dispute Resolution Officer (DRO) Pauline Brewster issue an order on consent to resolve all matters raised in the application.

Upon discussing the terms of the consent with the parties, I was satisfied that the parties made informed decisions, understanding the terms and consequences.

On consent of the parties, 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 permanently remove from the rental unit the Presa Canario/Mastiff dog also referred to as the **Larger Dog** in the Notices of Termination. For further clarity, the Tenant shall not bring the Larger Dog back to the Residential Complex at any time for the duration of the tenancy.

3. The Tenant may continue to keep the Yorkie/Shihtzu mix dog, also described as the **Smaller Dog** in the Notices of Termination subject strictly to the terms set out in this order.
4. The Smaller Dog must always be on a leash handled by an adult individual whenever:
 - a. it is in any common area of the Residential Complex, including hallways, elevators, parking areas, stairwells, grounds, or laundry room areas.
 - b. when entering or exiting the Rental Unit,
 - c. when being transported through the common areas of the Residential Complex, or the exterior grounds of the Residential Complex.
5. The Tenant shall ensure the Smaller Dog does not approach, jump on, or create safety concerns for other residents, visitors, or Landlord's staff.
6. The Tenant shall to ensure that the Smaller Dog does not cause unreasonable disturbances to other residents due to barking, whining, or other noise.
7. The Tenant shall not allow the Smaller Dog to defecate or urinate on the balcony of the Rental Unit.
8. The Tenant shall to promptly pick up and properly dispose of all dog waste created by the Smaller Dog anywhere in the Residential Complex, including all indoor and outdoor common areas.
9. During the tenancy, the Tenant may keep only one dog in the Rental Unit, which includes dogs held on temporary basis and pet-sitting for third parties. Any dog kept in the Rental Unit shall be subject to the same conditions applied to the Smaller Dog and outlined in paragraphs 4-8 above.
10. The Tenant shall not obstruct common areas of the Residential Complex with any objects.
11. If the Tenant fails to comply with the conditions set out in paragraphs 2 to 10 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.
12. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application on or before March 31, 2027.

13. If the Tenant does not pay the Landlord the full amount owing on or before March 31, 2027, the Tenant will start to owe interest. This will be simple interest calculated from April 1, 2027, at 4.00% annually on the balance outstanding.

March 26, 2026
Date Issued

Pauline Brewster
Hearings Officer, 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.