



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-069352-25

In the matter of: Basement Unit, 65 MCILWRAITH CRES
GUELPH ON N1E6J4

Between: Shawn Mansouri Landlord

And

Chris Fabes Tenant

Shawn Mansouri (the 'Landlord') applied for an order to terminate the tenancy and evict Chris Fabes (the 'Tenant') because:

- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the building has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord in a building that has three or fewer residential units and the Landlord resides in the building.

This application was heard by videoconference on December 9, 2025.

The Landlord's legal representative, C. Frankum and the Landlord and the Tenant and the Tenant's legal representative, S. Nassif attended 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 tenancy is terminated as of April 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 7, 2025, the Landlord gave the Tenant an N7 notice of termination with a termination date of August 18, 2025. . The notice of termination contains the following allegations:

Landlord's evidence

February 7 incident

4. The Landlord lives on the main floor and the Tenant lives in the basement. The Landlord testified that on February 7, 2025, he smelled smoke coming from the basement unit. He reminded the Tenant that he is not permitted to smoke in the unit and the Tenant advised him that he wasn't. The Tenant invited the Landlord into his unit to look at some damages, and when the Landlord was down there, he saw that the Tenant had the windows open, and that there was dog urine, feces and garbage all around. He testified that the Tenant became mad and unfriendly with him and proceeded to push him. The Landlord testified that as a result of being pushed, he called the police. The Landlord submitted a picture of his arm and shoulder (DOC-6900236, and DOC 6900238) taken by his daughter that day. The Landlord also submitted a copy of the police report. (DOC-6899880)

May 14 incident

5. The Landlord testified that he attended the Tenant's unit to put a 24-hour notice on the door. He testified that once the Tenant saw the notice, he came to the Landlord's door and threw the notice at the Landlord and became angry.

June 27 incident

6. The Landlord testified that he was watering his lawn on this day and saw the Tenant in his peripheral vision walking up behind him in an aggressive manor. He turned around with the hose in his hand and accidentally splashed the Tenant. The Tenant began swearing at the Landlord. The Landlord testified that his daughter called the police. A police report was submitted into evidence.
7. The Landlord's daughter testified that she saw the Tenant walking up the driveway, yelling about a door and walking up behind her dad.

Barking Dog

8. The Landlord testified that he has called the police on multiple occasions to complain about the Tenant's dog. He testified that on April 2, 2025, the Tenant's dog was barking for 8-10 hours while the Tenant was not at home. He testified that the dog barked for up to ten minutes at a time, sometimes longer, multiple times a day on the days the Tenant was not home. The Landlord testified that when the Tenant first got the dog, barking was not an issue, however as the dog has gotten bigger the barking became worse. The Landlord submitted a medical letter dated November 3, 2025. (DOC-6899935).
9. The Landlord's daughter testified that it is hard to concentrate at home and that she cannot focus due to the dog's barking. She testified that the barking is constant.

Tenant's evidence

10. The Tenant testified that on February 7, 2025, the Landlord started yelling at him because he smelled weed in the unit and his dog had tore at the carpet. He testified that the Landlord saw that his window was open and accused the Tenant of smoking. The Tenant testified that he asked the Landlord to leave his unit once the yelling began three or four times. He testified that the Landlord pushed him and he pushed the Landlord in response. He testified that He testified that the when he gets overly stressed out, he blacks out. He testified that he texted the Landlord to apologize and no one was charged.
11. The Tenant testified that on May 14, 2025, when he saw the notice that the Landlord left him, he got aggravated and attended at the Landlord's door and threw the notice at him.
12. The Tenant testified that on June 27, 2025, He was looking in the mailbox and the Landlord sprayed him with the garden hose. He testified that he felt angry and went inside to call 988 for support.
13. The Tenant testified that his turned one in December. He testified that he has taken steps to minimize the barking, such as installing a camera to talk to the dog when he is not there, and got three different medications to try for the dog's anxiety. He testified that he tries to take the dog with him and there is usually one day a week that the dog is left at home.

Analysis

14. Based on the evidence before me, I am satisfied that due to the barking of the Tenant's dog, the Tenant throwing a notice at the Landlord on May 14, 2025, and the Tenant pushing the Landlord to the ground on February 7, 2025, that the Tenant substantially interfered with the Landlord's reasonable enjoyment of the residential complex and that the February 7, 2025 incident seriously impaired the safety of the Landlord.
15. The Landlord's daughter's testimony corroborated the Landlord's testimony with respect to the impact of the dog's barking. The medical letter submitted by the Landlord supports the Landlord's allegations with respect to barking. The Tenant's own testimony acknowledges that there is an issue with respect to the barking.
16. The Tenant's testimony with respect to the incident on February 7, 2025, is that he pushed the Landlord and the Landlord fell to the ground.
17. The allegation on May 14, 2025, is not disputed by the Tenant.
18. I am not satisfied that the Landlord has established that the Tenant seriously impaired the safety of the Landlord or substantially interfered with his reasonable enjoyment pertaining to the allegations on June 27, 2025. It is the Landlord's onus to prove on a balance of probabilities, his version of events. I am not satisfied that the Landlord has discharged that onus on this allegation. The police report submitted into evidence indicates that the Landlord intentionally sprayed the Tenant with the garden hose. This is inline with the Tenant's version of events as well.

Relief from eviction

19. The Tenant submits that the Landlord did not fulfill their duty to accommodate pursuant to the *Human Rights Code*, RSO 1990, c H.19 (the "Code"). The Tenant testified that he is diagnosed with schizophrenia, social anxiety disorder and seizure disorder.
20. As the Tenant has raised the issue of accommodation under the Code as part of his circumstances, the first issue before me is whether there is a nexus between the conduct complained of in the notice, the physical altercations and the dog's constant barking, and the Tenant's disabilities.
21. With respect to the barking dog, I am not satisfied that this conduct is connected to the Tenant's disability. The dog barks when the Tenant leaves the dog alone in the unit. It is not a situation where the dog is barking as a reaction to the Tenant's disability. Although the Tenant testified that he has bought a camera and some medication, the Landlord and the Landlord's daughter testified that the issue remains ongoing and is disruptive to their everyday lives.
22. With respect to the physical altercations with the Landlord, the Tenant testified that the incident on February 7, 2026, was a result of the Landlord failing to leave the unit when asked to by the Tenant multiple times. The Tenant testified that he was triggered by the Landlord's behaviour, raised voice, aggressive behaviour, and pushed him. As a result, I am satisfied that there is a nexus between the conduct in the notice and the Tenant's disability.

23. I am not satisfied that the Landlord was aware of the Tenant's disability or that the Tenant asked to be accommodated and was ignored. No evidence was led to establish that. Although the Tenant testified that his father disclosed his disabilities to the Landlord, he testified that he doesn't remember the details of the conversation. The Tenant's father was not in attendance at the hearing to provide testimony. The Landlord testified that no such conversation took place. As I am satisfied that the Landlord was not aware of the disability, there was no duty to accommodate.
24. I am not satisfied that a conditional order is appropriate in the circumstance, I am not satisfied that the issue with the dog's barking has improved at all since the service of the notice. Despite the installation of the camera, it is the evidence of the Landlord and the Landlord's daughter that the barking continues to dispute their everyday lives.
25. The Tenant testified that he has lived in the rental unit for approximately a year and a half. He lives in the unit alone. As stated above, he suffers from mental health issues. He is on a fixed income.
26. The Tenant's housing worker testified to the impact that eviction would have on the Tenant. He testified that the Tenant is actively working with housing diversion but it would take time to find a place.
27. The Landlord requested a standard order. The Landlord testified to the impact of the dog's barking and the physical altercations between the parties. His daughter testified that the living environment has become stressful and it is affecting her school work.
28. 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 postpone the eviction until April 30, 2026 pursuant to subsection 83(1)(b) of the Act. Given the Tenant's challenges, I find that a short delay is warranted in the circumstances.

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 April 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 1, 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 May 1, 2026.
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 \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026, 2026 at 4.00% annually on the balance outstanding.

March 25, 2026
Date Issued

Emily Robb
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 8, 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.