



Order under Section 69 Residential Tenancies Act, 2006

Citation: DE RITA v SALDIVAR, 2026 ONLTB 27707

Date: 2026-04-02

File Number: LTB-L-083608-25

In the matter of: 3, 1250 OUELLETTE AVE
WINDSOR ON N8X1J5

Between: MICHAEL DE RITA Landlord

And

DANNA SALDIVAR Tenant

MICHAEL DE RITA (the 'Landlord') applied for an order to terminate the tenancy and evict DANNA SALDIVAR (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

This application was heard by videoconference on February 2, 2026.

The Landlord the Tenant, the Tenant's Representative Evan Will and the Tenant's support person Johnathon Lam attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the Landlord's application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On August 12, 2025, the Landlord gave the Tenant a first voidable N5 notice of Termination ("N5 notice") to end the tenancy. The N5 notice alleges:
 - The Tenant on July 9, 2025 the Tenant drilled into an exterior wall of the rental unit where water and electrical lines are located without permission.
 - On July 11, 2025 the Landlord received multiple complaints regarding the Tenant's dog barking in the rental unit.

- On August 1, 2025 the Tenant parked an additional vehicle in the residential parking lot and used an air conditioner unit when not permitted to do so.
4. As the Landlord had served a valid first N5 notice, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
 5. On September 30, 2025, the Landlord gave the Tenant a second N5 notice of termination deemed served on the same date. The notice of termination alleges:
 - On September 21, 2025, the Tenant employed a person to do work in her unit, and they used an electric snake, which went through plumbing lines and vents entering into the upstairs unit.
 - On September 25, 2025 the Tenant permitted her dog to be off leash and run loose in the residential complex.
 - On September 29, 2025 the Landlord received a complaint that the Tenant's dog was excessively barking within the rental unit.
 6. Subsection 64(1) of the Act states:

A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.
 7. The Landlord's application is based on a 2nd N5 notice of termination given under section 68(1)(b) of the Act.

Use of an electric snake

8. Corey Weston a maintenance person employed by the Landlord testified he resides in the unit above the Tenant and that on September 21, 2025 he heard the noise of what he believed to be an electric snake being used in the Tenant's unit he could hear it the wall of his unit. He attended the Tenant's unit to find out what was occurring
9. He further testified that upon attending at the Tenant's unit he observed a plumber in the Tenant's rental unit.
10. The Landlord states that pursuant to the lease agreement the Tenant is not to direct or call any person not employed by the landlord to complete any repair or maintenance in respect of the rental unit. Additionally the Landlord claims that the snaking of the Tenant's drain caused damage to the sink and trap.
11. The Tenant claims that no damages were caused by the snaking of the drain and that the Landlord did not conduct any repairs to the sink or the trap afterwards.
12. The onus rests with the applicant to prove their case on a balance of probabilities. With respect to this issue I am not satisfied on a balance of probabilities that the Landlord has

proven that this issue has resulted in a substantial interference to the Landlord. As such this component of the Landlord's application is dismissed.

Dog off Leash

13. Harley Rosenfeld the Building Manager for the Landlord testified that on September 25, 2025 at 1:25 p.m. she was exiting from the laundry room in the residential complex when she observed the Tenant's dog running down the hallway. She stated that she shut the door to the laundry room and the dog ran back down the hall to the Tenant.
14. She testified that she was afraid of this dog as there were previous incidents involving the Tenants dog and biting a co-worker.
15. The Tenant has no recollection of the alleged incident as it first came to her attention when she received the Landlords N5 notice of termination.
16. Subsection 76(1) of the Act discusses applications based on animals. It says:

76 (1) If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex, the Board shall not make an order terminating the tenancy and evicting the tenant without being satisfied that the tenant is keeping an animal and that,

 - (a) subject to subsection (2), the past behaviour of an animal of that species has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants;
 - (b) subject to subsection (3), the presence of an animal of that species has caused the landlord or another tenant to suffer a serious allergic reaction; or
 - (c) the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants. 2006, c. 17, s. 76 (1).
17. The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (a) if it is satisfied that the animal kept by the tenant did not cause or contribute to the substantial interference. 2006, c. 17, s. 76 (2).
18. Section 76 identifies that the Board does not have the jurisdiction to terminate a tenancy because of the presence of dogs. Termination of a tenancy must be grounded in the behaviour of the dog or dogs giving rise to substantial interference. The Tenant's dog has to have caused or contributed to the substantial interference.
19. Although I am satisfied that the Tenant's dog was to dog alleged to have caused or contributed to the substantial interference pursuant to section 76. I am not satisfied that this one incident rises to the level of substantial interference. There is no allegation that the dog was charging or menacing the Building Manager. The allegation is that the dog was off leash in a common area. No evidence was produced as to what impact if any this had. On a balance of probabilities I do not find that this incident rises to the level of substantial interference. As such this component of the Landlord's application is dismissed.

Excessive Dog Barking

20. Harley Rosenfeld the Building Manager for the Landlord testified that on September 29, 2025 she received a phone call from a tenant complaining about the Tenant's dog barking.
21. She states that after receiving the call she walked over from a neighbouring building to the Tenants unit, and could hear the Tenant's dog barking from outside the unit approximately 10 steps away.
22. She was unable to say how long the dog continued to bark once she made her observation but stated that the walk to the building where the Tenant's unit is located is approximately 3 minutes.
23. Additionally she did not knock on the Tenant's door to see if anyone was home or make inquiries of the Tenant as to why the dog was barking.
24. As previously stated the onus rests with the applicant to prove their case on a balance of probabilities. The Landlord produced no witnesses to provide testimony regarding the duration of the barking of the Tenant's dog or how the barking impacted their ability to enjoy their units or the residential complex on that specific date in order for the Board to determine that the disturbance was substantial in nature.
25. Therefore, I am not satisfied that the Tenant's dog barking substantially interfered with another tenants' reasonable enjoyment of their unit or the residential complex and this portion of the Landlord's application shall be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 9, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

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