



Order under Section 69 Residential Tenancies Act, 2006

Citation: Skyline Real Estate Holdings Inc., C/O Skyline Living v Havell, 2026 ONLTB 28059

Date: 2026-04-08

File Number: LTB-L-089872-25

In the matter of: 1001, 330 TALBOT ST
ST THOMAS ON N5P4E1

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

And

Lorri Havell
Bobby Wiens Tenants

Skyline Real Estate Holdings Inc., C/O Skyline Living (the 'Landlord') applied for an order to terminate the tenancy and evict Lorri Havell and Bobby Wiens (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

This application was heard by videoconference on February 24, 2026.

The Landlord's agent Patricija Anjo and the Tenants 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 therefore, the Landlord's application is dismissed.
2. The Tenants were in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On October 20, 2025, the Landlord gave the Tenants an N7 notice of termination with a termination date of October 30, 2025. The notice of termination contains the allegations that the Tenants' dog attacked or lunged at individuals on May 31, 2025, June 5, 2025, July 12, 2025, October 4, 2025, October 14, 2025.

Serious Impairment of Safety

4. Patricia Anjo (PA) testified that she is part of the "tenant support team" and works in an administrative role in addition to handling issues with tenancies including arrears and conduct.
5. PA submitted reports from each of the dates listed on the N7 notice and gave evidence that the reports show the Tenants dog lunged at children and other dogs on the dates alleged. A video was submitted showing the aftermath of an attack on October 14, 2025, together with photographs of blood that had dripped from the wound of the individual who was attacked.
6. The Tenant Lorri Havell (LH) testified that their dog isn't attacking children and asserted that some of the incidents were precipitated by other tenant's dogs barking or instigating confrontations.
7. LH gave evidence that they are having open heart surgery and have been unable to control their dog. LH testified on cross examination that they had attempted to rehome their dog previously, but it was returned to them.
8. LH's evidence is that they have rehomed their dog to live with their ex-husband and their 12-year-old son just days prior to the hearing. Bobby Wiens (BW) is Lorri Havell's sister and has a dog who lives in the rental unit. BW corroborated much of LH's testimony in relation to rehoming the dog.
9. BW testified that his dog is a "good dog" and "friendly dog". BW gave evidence that he has never had issues with his dog but is willing to give up his animal if he and his sister can remain in the rental unit.
10. BW corroborated the LH's testimony that she has rehomed the dog and testified that his dog is lonely now that LH's dog is gone. BW also gave evidence that his dog is "special" and "slow" testifying that the LH's dog "was the boss". BW testified that his dog has never bit anyone, lunged at anyone and would be more likely to cower than attack.
11. Based on the Landlord's evidence I am satisfied that the LH's dog has seriously impaired the safety of other individuals in the residential complex on May 31, 2025, June 5, 2025, July 12, 2025, October 4, 2025, October 14, 2025.
12. Section 76 of the Act provides:

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.

(2) 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. [Emphasis Added]

13. The Tenants' evidence is that they have rehomed the dog that was the cause of the issues. Section 76 of the Act requires that the Tenants be keeping an animal, and the Tenants testified that they rehomed one of their dogs. Despite this, BW has a dog and it can therefore be inferred that the Tenants are keeping an animal for the purposes of section 76.
14. Section 76(2) requires that the animal being kept by the Tenants pursuant to section 76(1)(a) caused or contributed to the substantial interference. The BW's dog did not cause any of the issues alleged and therefore, I am not satisfied that the Tenants are keeping an animal that caused or contributed to a substantial interference.
15. Further there is no evidence that the presence of the species or breed being kept is inherently dangerous, nor that the Tenants' previous animal was of a species or breed that this inherently dangerous pursuant to section 76(1)(c).
16. Based on the evidence before me and considering the provisions of section 76 of the Act, I am not satisfied that the Tenants are keeping an animal that has caused or contributed to a substantial interference, nor was it proven that the animal is of a species or breed that is inherently dangerous.
17. The provisions of section 76 of the Act preclude an order terminating the tenancy and evicting the Tenants in these circumstances and accordingly, the Landlord's application must be dismissed.
18. In the alternative, if I am wrong in my interpretation of section 76, I would nonetheless grant relief pursuant to section 83 because the Tenants have resolved the problem and rehomed the dog that was the cause of the issues.

Inconsistent Use

19. The Landlord's N7 notice is also served pursuant to section 63(1)(b) of the Act alleging that the Tenants used the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and that causes or can reasonably be expected to cause damage that is significantly greater than the damage that is required in order to give a notice of termination under clause (a) or subsection 62 (1).

20. The Landlord did not provide evidence or submissions on how the Tenants were using the rental unit in a manner inconsistent with residential premises and on the basis of the allegations, I am not satisfied the Landlord has proven this allegation.

It is ordered that:

1. The Landlord's application is dismissed.

April 8, 2026
Date Issued

Kyle McGraw
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.