



Order under Section 69 Residential Tenancies Act, 2006

Citation: Gabriel Dumont Non-Profit Homes (metro Toronto) Inc. v Ford-Mclean, 2026 ONLTB 17508

Date: 2026-04-08

File Number: LTB-L-094065-25

In the matter of: 209E, 4203 KINGSTON RD
SCARBOROUGH ON M1E5B4

Between: Gabriel Dumont Non-Profit Homes (metro Toronto) Inc. Landlord

And

Reena Ford-Mclean Tenant
John Mclean

Gabriel Dumont Non-Profit Homes (metro Toronto) Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Reena Ford-Mclean and John Mclean (the 'Tenant') because:

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

This application was heard by videoconference on February 11, 2026.

The Landlord's Representative, Carrie Aylwin, the Landlord's Agents, Justine Wilson and Anne Smith, and the Tenants, Reena Ford-Mclean, and John Mclean, attended the hearing.

Witnesses Selena Lam, Carl Edward Hodge, and Jennifer Macumber were witnesses on behalf of the Landlord.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall be terminated as of May 15, 2026.
2. On November 6, 2025, the Landlord served the Tenants an N6 and N7 notice of termination. The issue on both applications was regarding a dog attack on another resident of the residential complex.
 - On October 24, 2025, the Tenant failed to control two dogs who attacked and injured another resident of the residential complex. After the attack, the Tenant did not follow-up with the victim and walked away.
 - On October 27, 2025, the Landlord gave the Tenants notice to have the two dogs involved in the attack removed from the residential complex, however, as of the filing of the application, the Tenants had not complied with this notice.
3. The merits of the application are not contested. Video footage of the attack was presented at the hearing (DOC-7268373). The sequence of events was the following:
 - a) The victim, Carl Edward Hodge (CEH), walked from the exterior parking lot carrying a coffee.
 - b) CEH appears to see someone approach the entrance from the other side of the door, and uses his free hand to step aside, and hold the door open for the person coming out. In this case, it was the Tenant, Reena Ford-Mclean (RFM), exiting the building with two dogs on leashes. Both dogs are considered part of the pitbull breed.
 - c) When the dogs cleared the door, the two dogs lunged at CEH. The larger of the two dogs (Buddy) latched strongly onto CEH's arm and would not release right away. It was not a defensive posture from the dog; it appeared (and would be confirmed by the Landlord's witness, Selena Lam (SL), an animal control officer for the city of Toronto) that the dog's intent was to injure CEH. CEH did not appear to provoke the dog in any manner.
 - d) The other dog, Terra, bit CEH's backside.
 - e) The Tenant got control of Buddy by pulling back hard on his leash. Terra had gotten free. CEH had walked out of the video frame, holding his arm, and his orange jacket on the ground.
 - f) Even with both dogs secured again by the Tenant, the dogs still appeared to be aggressive towards CEH. As a result, CEH did not feel safe to enter the building.
 - g) The Tenant walked away from the building with the dogs. At that time, CEH can be seen picking up his orange jacket and entering the building. It was clear that CEH's arm was injured by the way he was favouring it.
4. The Tenants were served with a notice on October 27, 2025, to remove the two dogs from the property. The Tenants did not comply with the notice. As a result, the Landlord filed this application with the LTB on November 7, 2025.
5. The Tenants did not contest the Landlord's claims against them and admitted the dogs attacked the victim.
6. I am satisfied that based on the evidence before me that the Landlord has proven the claims made on their application. I am satisfied that the Tenants impaired the safety of

another person at the residential complex, and in doing so, committed an illegal act by failing to control their dogs which resulted in severe injury to another resident of the residential complex.

7. The remainder of this order will address remedies and relief from eviction.

Landlord Submissions

8. The Landlord is seeking to terminate the tenancy. They do not believe that a conditional order would be appropriate in these circumstances because of the Tenants' refusal to act in accordance with their notice, and lack of cooperation with the Animal Control Officer's investigation, shows that they are not likely to honour any of the conditions set out in a conditional order. They believe that there was a lack of remorse shown by the Tenants when no one had followed up with the injured tenant, despite the Tenants' own admission to have heard the ambulance arrive to attend to their neighbour's injuries.

Selena Lam Testimony

9. SL's testimony talked of how the Tenants were polite, and readily answered any questions that she asked, however, SL also noted that the Tenants refused to allow SL into their rental unit to observe the dogs after the attack. SL, during her investigation, discovered that there were four dogs living in the rental unit, despite city of Toronto Bylaw stating that only 3 dogs maximum could be allowed to live in one residential unit.
10. A result of SL's investigation, a "Dangerous Dog" designation was bestowed upon "Buddy". This designation establishes that anyone in possession of this dog would have strict conditions in caring for Buddy, including use of a muzzle and to be always leashed in public. Furthermore, the municipality is to be notified immediately of any change in address of the dog, and that the owner of the dog is subject to random inspections.
11. It is noted that although there was concern about "Terra" and its behaviour, a dangerous dog designation was not assigned.
12. SL stated that it was only in December, after the Tenants were made aware of the 3-dog limit bylaw, that the Tenants gave Buddy to an acquaintance, and it appeared that the decision to give up Buddy was based on this issue rather than the attack.
13. SL stated that as of Christmas Eve, Buddy was alive and well at the new address.
14. It should be noted that at the beginning of the hearing, the Tenant, John Mclean (JM), voluntarily stated that the dog had been put down, however, this was proven to be a false statement, as SL contacted the current owner of Buddy during the hearing and discovered that the dog was still alive.
15. SL stated that she believes that the Tenants are not properly caring or training their dogs and believes that it is likely that another incident such as this will occur.
16. The Tenants did not cross-examine this witness.

Carl Edward Hodge Testimony

17. CEH presented photos of the injury to his arm because of the dog attack (DOC-7268356; pg. 18). The arm had a large gouge fully around the forearm just above the wrist.
18. CEH testified that the bite was deep enough to cause nerve damage, and as a result, required physiotherapy to deal with the injury.
19. CEH also testified that, although not diagnosed, has a form of post-traumatic stress disorder because of the dog attack and gets nervous around other dogs. It is noted that under cross-examination, CEH did admit to owning his own dog and that this dog continues to reside with him.
20. CEH testified that the Tenants did not follow-up with him or show concern about the injuries due to the dog bites.

Tenant Submissions

21. The Tenants want to remain in the rental unit and have said that they would be willing to part with the dogs if it meant preserving their tenancy.
22. RFM testified that there are currently three dogs still in the rental unit, Terra (the other pitbull that bit CEH), Jackson (an elderly dog) and Chico, who is an emotional support dog.
23. RFM admitted that on the day of the attack, the two dogs had over-whelmed her and as a result, she lost control of the two dogs. She did not know why Buddy attacked the victim, and acknowledged that the victim did not appear to have done anything to antagonize the dogs.
24. RFM stated that the attack had left her in shock, which may be what the Landlord is interpreting as indifference. RFM stated that they did feel guilty about the attack.
25. The Tenants' household consists of the two Tenants, their adult daughter and a 10-year-old child. Both children have learning disabilities, and the older daughter is dealing with depression and anxiety as a result of past trauma.
26. The Tenants currently have 3 dogs, and several cats.
27. RFM testified that she has had past spinal injury, and thyroid issues.

Analysis

28. The parties do not dispute the events that took place as indicated on the notices. The Landlord has effectively proven their application.
29. The issue before me is to determine the remedy and the degree of eviction relief I should consider.
30. Pursuant to section 83(2) of the *Residential Tenancies Act*, 2006 (the 'Act'), the Board must consider all circumstances, and not just the issues raised pursuant to the Landlord's notice. Pursuant to section 83(1) of the Act, the Board, in considering these circumstances, can

- a) Deny the Landlord's application, or
- b) Delay the eviction.

31. Based on the evidence provided by the Landlord's witnesses, I am satisfied that the any future with the dogs in the rental unit will create an undue hardship to other residents at the complex. SL's testimony showed that she had concerns regarding the Tenants' ability to care for the dogs currently in their possession. SL's testimony indicated that it likely that such an incident would be likely to happen again.
32. Based on the testimony of the other residents from the complex, the dogs are intimidating. Based on the footage I saw during the hearing, that feeling is quite understandable.
33. What I also saw was what appeared to be indifference to the victim's injury during the incident. The Tenant got control of the dogs and then walked away. She did not attempt to call for medical assistance. However, to be fair, the Tenant also had what appeared to be around 250lbs of very muscular dogs on the ends of two leashes to contend with. Furthermore, there was no audio to hear, and both parties present were both so caught up in the moment, it would be understandable if things were said that were not heard.
34. However, it was uncontested that the Tenants did not reach out to the victim of the attack afterwards. Prior to the attack, based on submissions from both parties, the victim and the Tenants had a cordial relationship. The only conclusion that could be drawn was that the Tenants were avoiding responsibility for their negligence.
35. After the attack, the Landlord had afforded the Tenants the opportunity to preserve their tenancy and to have the two dogs removed from the property. At the time, the Tenants refused to do so and did not provide a reason for doing so. The one dog, "Buddy" stayed in the rental unit until told that the dog could be forcibly removed because they had one more dog in the rental unit than municipal bylaw would allow.
36. SL's testimony stated that although the Tenants were cordial, they were, in the end, not cooperative.
37. During the hearing, the Tenant, John Mclean, informed the hearing that the dog had been destroyed, however, that was proven to be a falsehood as it was confirmed that the dog was currently alive and still rehoused at a nearby residence.
38. In between the apparent indifference during the incident, the failure to follow-up with the victim, the failure to immediately rehouse the two dogs that attacked the victim, and the lie told to the hearing room regarding the status of "Buddy", there is a serious issue of whether the Tenants are governable.
39. If a party is not governable, then a conditional order will fail.
40. The actions of the Tenants were not actions of someone taking responsibility for the injuries caused to a neighbour as a result of their own negligence, but the actions of those afraid of the ramifications of their actions, and willing to hide, or deceive to meet that goal.
41. The lie regarding "Buddy" and whether he was still alive was a perfect example: the information was volunteered to the hearing without a question being asked, in the hopes that since the "cause of concern" was no longer alive, the issue was moot. However, when

it was proven to be a manufactured falsehood by the Tenant, it only proved the Tenant actively tried to deceive the LTB and the opposing party. I do not believe the false hood was uttered in contempt of the LTB's processes, but in fear of them. However, it is highly concerning that, in an arena where trust is so incredibly important, the Tenant would betray that trust.

42. It also went towards the Landlord's argument that the Tenants are ungovernable.
43. I also must consider the Landlord's evidence where SL believes that due to the Tenants' training habits of the dogs, it is a matter of when, and not if an attack will occur again.
44. Based on the Tenants' actions during this ordeal and up to and including the hearing, I am not satisfied that the Tenants are governable. For that, I am not satisfied that the Tenants would be able to adhere to what would be very strict terms of a conditional order to preserve the tenancy.
45. Therefore, I am not satisfied that it would be fair to deny the Landlord's application.
46. I am satisfied that there are sufficient grounds to delay the termination of the tenancy. The Tenants' children have disabilities for which they are currently receiving local services to help their children. I am also mindful that outside of this incident, there were no other major issues. It is also noted that the rent for the rental unit is lower than the average rental unit in the GTA and that the Tenants will face additional financial burden to relocate.
47. However, in considering a delay to the termination, I must put my mind to the reaction of the neighbours, and any mental trauma that they have incurred because of this attack. Although "Buddy" is not at the rental unit anymore, "Terra", the other dog who attacked the victim, is still present. For this reason, the delay will be tempered.
48. Pursuant to section 83(1)(b) of the Act, I find that it would not be unfair to delay the termination of the tenancy until May 15, 2026.
49. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

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 May 15, 2026.
2. If the unit is not vacated on or before May 15, 2026, then starting May 16, 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 16, 2026.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

5. If the Tenant does not pay the Landlord the full amount owing on or before May 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Robert Brown
Vice Chair, 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 November 16, 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.