



Order under Section 69 Residential Tenancies Act, 2006

Citation: 240 Markland Drive LP v Lodewyk, 2026 ONLTB 29213

Date: 2026-04-14

File Number: LTB-L-096213-25

In the matter of: 201, 4377 BLOOR ST W
ETOBICOKE ON M9C0E3

Between: 240 Markland Drive LP Landlord

And

Andrea Lodewyk Tenants
Erwin Lodewyk

240 Markland Drive LP (the 'Landlord') applied for an order to terminate the tenancy and evict Andrea Lodewyk and Erwin Lodewyk (the 'Tenants') because:

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

This application was heard by videoconference on January 8, 2026.

The Landlord's Legal Representative, Laura Groshok, the Landlord's Agent, Mirela Kruja, the Landlord's Witness, Klejton Laze, and the Tenants attended the hearing. The Tenants requested to speak to Tenant Duty Counsel, however Duty Counsel was not available.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, the tenancy shall continue subject to the conditions set out in this order.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. On October 31, 2025, the Landlord gave the Tenants a valid N6 notice of termination. The notice alleges that, on October 21, 2025 the Landlord's Community Manager Klejton Laze (KL) attended the Tenants' residence regarding a parking sticker, and upon the Tenant,

Andrea Lodewyk (AL), opening the rental unit door, the Tenants dogs lunged out of the unit with one biting KL several times on the arm, and the Tenant, AL was unable to control the dogs. Moreover, there was an incident on October 24, 2025 alleging the Tenant, Erwin Lodewyk (EL) walked by a contractor of the Landlord advising “this is not a friendly dog.” Moreover, on October 26, 2025, it is alleged that the Tenants three dogs were not muzzled in the elevator, and that the leasing agents in the elevator moved away and that the Tenants mocked the leasing agents.

4. I am satisfied that the Tenants or another occupant of the rental unit committed an illegal act at the residential complex. The Tenants testified that the dog that bit KL was a rescue dog and often shows aggressive tendencies when stressed and that the dog is a breed of pit bull. Ownership of a pit bull or a breed of pit bull is prohibited by s.6 of the Dog Owners' Liability Act, RSO 1990, c D.16 (DOLA). Section 5.1 of DOLA provides that the owner of a dog shall exercise reasonable precautions to prevent it from biting or attacking a person.
5. I am satisfied that the Tenants likely did not take reasonable precautions to prevent the dog from biting another person at the residential complex, given the evidence submitted. The Landlord's Witness testimony and documentary medical evidence submitted reveals that, at the time of the incident, the dog was not muzzled and or restrained I am also satisfied that the offence has the potential to affect the character of the premises or disturb the reasonable enjoyment of the landlord or other tenants.
6. Given the pedigree of the dog in question, I am satisfied that the breed is likely inherently dangerous to the safety of the Landlord or the other tenants: see s.76(1)(c) of the *Residential Tenancies Act, 2006* (the 'RTA').
7. Given the fact that the dog is a rescue and may have been abused from the Tenants own testimony, that the dog in question attacked another person during a walk in the area, and that dog bites have the potential or a real risk to cause serious injuries, I am satisfied that the Tenants, an occupant of the rental unit or someone the Tenants permitted in the residential complex committed or carried on an illegal act by not abiding to DOLA.
8. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the RTA and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the RTA.
10. While the Landlord seeks termination of the tenancy, I find that the circumstances and the remedial nature of the RTA weighs in favour of granting relief from eviction. The Tenants have taken steps to ensure that their dogs do not reoffend. It was undisputed that the Tenants have moved out from their temporary accommodations that was a rental unit in an apartment complex, with more common areas, where the incidents described in the N6 notice occurred and now reside in a rental unit which is a townhouse with direct access to outside, and the Tenants further testified they have mitigated all contact with other tenants and muzzle the dog that bit KL.
11. I have considered all the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence or referenced all of the testimony, I have considered it when making my determinations.
12. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. For a period of 12 months from the date of this order, the Tenants, the occupants, or guests or the rental unit shall ensure that the dogs are always muzzled when in the common areas of the residential complex.
3. For a period of 12 months from the date of this order, the Tenants, the occupants, or guests of the rental unit shall ensure that the dogs are muzzled inside the rental unit if the dogs are left home alone and unattended. This is to ensure there is no risk to others should the Landlord need to enter the rental unit in case of an emergency.
4. If the Tenants fail to comply with the conditions set out in paragraph 2 and 3 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 Tenants. 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 Tenants.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing this application.
6. If the Tenants do not pay the Landlord the full amount owing on or before April 25, 2026, the Tenants will start to owe interest. This will be simple interest calculated from April 26, 2026 at 4.00% annually on the balance outstanding.

April 14, 2026
Date Issued

Panagiotis P. Roupas
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.