



AMENDED
Order under Section 69 / 89
Residential Tenancies Act, 2006

Citation: 7838794 Canada Inc. c/o Minto Management Ltd. v Kraayeveld, 2026 ONLTB 28132

Date: 2026-04-16

File Number: LTB-L-093548-25-AM

In the matter of: 2614, 2700 AQUITAINE AVE
MISSISSAUGA ON L5N3J6

Between: 7838794 Canada Inc. c/o Minto Management Ltd. Landlord

And

Paul Kraayeveld Tenant

Pursuant to a written request from the Landlord that was filed with the Board on April 10, 2026, the order is clerically amended as below.

7838794 Canada Inc. c/o Minto Management Ltd. (the 'Landlord') applied for an order to terminate the tenancy and evict Paul Kraayeveld (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;
- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully or negligently caused damage to the premises;
- 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 Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has wilfully caused undue damage to the premises.

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

7838794 Canada Inc. c/o Minto Management Ltd. (the 'Landlord') also applied for an order requiring Paul Kraayeveld (the 'Tenant') to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage

was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on April 1, 2026.

The Landlord's Agent Vanessa Pons, the Landlord's Legal Representative Martin Zarnett the Tenant attended the hearing.

Susan Cardoza, Eugene Sneider, and Sheenan Hussain testified as witnesses for the Landlord.

Elansuriyan Selvaraju and Odette Philips Thompson attended as witnesses for the Landlord; they were not present when the hearing proceeded.

Faith McGregor and articling student Pavel Shetra attended the hearing as Landlord's Legal Representative; they did not participate in the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, the tenancy is terminated, and the Tenant shall compensate the Landlord as set out below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice

3. On October 1, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of November 1, 2025. The notice of termination is based on substantial interference and willful or negligent damage, and contains the following allegations: between January 10, 2025 through June 20, 2025, 13 instances of noise related to the Tenant's dogs, specifically, damages in the rental unit and a strong odour of animal urine and/or feces. The notice references the specific dates and allegations in detail. The notice also claims willful or negligent damage in the amount of \$25,034.02. The Tenant did not stop the conduct or activity within the seven-day period, October 2 through October 9, 2025, after receiving the N5 notice of termination. As established by the evidence and testimony set out below, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
4. Susan Cardoza and (SC) Eugene Sneider (ES) testified in detail to the dates and events in the notice of which that had direct knowledge, including occurrences within the voiding period. Sheehan Hussain and the Landlord's Agent Vanessa Pons testified in detail to the complaints received and damage to the rental unit caused by the Tenant's dogs. Although neither SC or ES saw the urine/feces, they both testified to the overwhelming odour that emanated from the Tenant's unit. The \$25,034.02 requested by the Landlord was substantiated by an estimate of \$24,847.57 from A.K. Building Services dated September 24, 2025, and the invoice for \$186.45 from Brim & Drew Mechanical dated June 25, 2025. The required repair work by A.K. Building Services cannot be completed until the Landlord

has vacant possession, it would be futile; the issue cannot be resolved while the dogs are in the unit.

5. The Landlord's Legal Representative submitted the evidence and testimony prove that the Tenant substantially interfered with the Landlord's reasonable enjoyment and that of other tenants and /or persons in the rental complex. The evidence and testimony also establish that the Tenant's dogs caused undue damage to the rental unit in the amount of \$25,034.02. The Landlord is seeking a standard order for eviction, as the tenancy has already been terminated March 31, 2026, pursuant to Board order LTB-L- 095932-25 issued on January 19, 2026 for persistently late payment of rent. There is no reason/point to grant relief from eviction by extending the requested termination date as the tenancy is already being terminated. The Landlord is also seeking the requested compensation for damage, plus the application filing fee.
6. The Tenant testified he thought the damages were included with the arrear's application; he was hoping to resolve everything via that application and stay, but this is a moot issue because of the other Board order that terminates the tenancy. He would still like to stay until May 31, 2026, to come up with the necessary funds to move, or in the least be given to April 30, 2026.
7. Although the Tenant alluded to the Landlord's not responding to his maintenance issues and testified the dogs' barking was from the upstairs tenant stomping, he did not present evidence to substantiate these claims. The Landlord's witnesses SC and ES testimony was corroborated by the numerous complaints reported to the Landlord and detailed in the Landlord's evidence package. Similarly, the Tenant's claim that the odour is not as bad as it has to made out to be, because if it was then he would smell it is not credible; his depiction is disproved by the extensive evidence and testimony presented on behalf of the Landlord.
8. Based on HS and VP's undisputed testimony and evidence, I find the Tenant did not repair the damage or pay the Landlord the reasonable costs to repair the damage or make arrangements satisfactory to the Landlord within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void this portion of the N5 notice of termination in accordance with section 62(3) of the *Residential Tenancies Act, 2006* (Act); as such the Landlord was entitled to file the application and pursue eviction and damages.

N6 Notice

9. On October 1, 2025, the Landlord gave the Tenant an N6 notice of termination with a termination date of November 1, 2025, for illegal act. The notice of termination contains the same allegations as those set out in the N5 notice; the notice did not specify which event or events related to the N6, how the event(s) constituted illegal act, and testimony was very brief in this regard. For these reasons, I find the Landlord has not proven that the Tenant has committed an illegal act in the rental unit or residential complex; accordingly, the N6 notice must be dismissed.

N7 Notice

10. On October 1, 2025, the Landlord also gave the Tenant an N7 notice of termination based on serious impairment of safety and undue damage. The notice has a termination date of November 1, 2025, and contains the same allegations as those set out in the N5 and N6 notices.
11. The witnesses' testimony established serious impairment of safety; on November 24, 2025, Canada Post halted mail delivery for 14 days based on, "Unsafe working conditions due to a strong odour". Although a singular event, that a government agency/third party was affected by the odour to the extent of halting service, I find the Tenant has seriously impaired the safety of others and this conduct occurred in the residential complex.
12. As to undue damage, I find the extent of damage caused by the dogs and the associated dollar value to repair the damage to be excessive. Therefore, the Tenant has wilfully caused undue damage to the rental unit by permitting his dogs to continue with behaviour resulting in an overpowering odour that affects the residential complex. Even if it does not meet the level of undue damage, as set out under the N5 notice, the damage and odour warrant eviction pursuant to the N5 notice.
13. I further find that the Landlord will incur reasonable costs of \$24,847.57 and has incurred reasonable costs of \$186.45 to repair the damage and/or replace property that was damaged and cannot be repaired. Therefore, the Landlord is entitled to reimbursement of \$25,034.02. Even if the level does not meet that of 'undue damage', as set out above, the damage warrants reimbursement pursuant to the N5 notice.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. I have considered all the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The tenancy has already been terminated March 31, 2026, pursuant to order LTB-L-095932-25 issued on January 19, 2026. As such, there is no basis for further relief as it would not change the termination date in that order.
16. The last month rent deposit being held by the Landlord is part of the L1 application for arrears, LTB-L-102825-25, that is awaiting a rescheduled hearing date; therefore, this order does not address that issue.

It is ordered that:

1. The tenancy is terminated April 20, 2026; the Tenant shall vacate the rental unit on or before April 20, 2026.
2. The Tenant shall pay to the Landlord \$25,034.02, which represents the reasonable costs of repairing the damage and/or replacing the damaged property.
3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
4. The total amount the Tenant must pay the Landlord is \$25,218.02.

5. If the Tenant does not pay the Landlord the full amount owing on or before April 20, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 21, 2026, at 4.00% annually on the balance outstanding.
6. *If the unit is not vacated on or before April 20, 2026 then starting April 21, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.*
7. *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 April 21, 2026.*

April 9, 2026

Date Issued

April 16, 2026

Date Amended

Diane Wade

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 October 19, 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.

