



**Order under Section 78(11)
Residential Tenancies Act, 2006**

File Number: LTB-L-007548-26-SA

In the matter of: 704, 181 MILL ST
TORONTO ON M5A1C8

Between: WDL 8 LP, c/o Tricon Residential Landlord

And

Roderick Boreland Tenant

WDL 8 LP, c/o Tricon Residential (the 'Landlord') applied for an order to terminate the tenancy and evict Roderick Boreland (the 'Tenant') and for an order to have the Tenant pay compensation for damage they owe because the Tenant did not meet a condition specified in the order issued by the LTB on December 5, 2025 with respect to application LTB-L-041959-25-RV.

The Landlord's application was resolved by order LTB-L-007548-26, issued on February 3, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-007548-26.

This motion was heard by videoconference on April 21, 2026.

The Landlord's Agents Anna Savchuk and Belinda Black, the Landlord's Legal Representatives Martin Zarnett and Faith McGregor, the Tenant Roderick Boreland, and the Tenant's Legal Representative Alena Vidyadhar attended the hearing.

Determinations:

There was a breach of the previous order

1. It was undisputed at the hearing that the Tenant failed to meet a condition specified in the order issued by the LTB on December 5, 2025 with respect to application LTB-L-041959-25-RV. Based on the evidence before me, including the Tenant's own testimony, the prior order required the Tenant to ensure that their dog be kept under control and not be permitted to run loose in the residential complex. The Tenant acknowledged in his testimony that, after the December 2025 order, he understood the dog was to be kept on a leash, not allowed to run around the building, and that he needed to ensure his children kept the front door to the rental unit closed.

2. The Tenant submitted that they do not dispute the breach. The Tenant also acknowledged in cross-examination that:
 - He understood the condition he had agreed to in return for avoiding eviction;
 - On January 24, 2026, there was a serious incident in which the dog got loose in the residential complex and attacked another tenant and that tenant's dog; and
 - This incident caused injuries to both the other tenant and the dog.
3. I considered the Landlord's evidence, including the testimony of witness Rebecca Myers (RM), together with the video and photographs, concerning the January 24, 2026 incident. RM testified that the dog ran loose and attacked her and her dog, that she suffered injuries, and that her dog sustained lacerations requiring 15 stitches. I also accept her evidence that this incident had continuing emotional, financial, and safety impacts on her and caused her to feel unsafe in the residential complex.
4. I also find it highly significant that, after the Tenant filed the motion to set aside on March 17, 2026, there was a second and even more serious dog attack in the complex on March 21, 2026. The Tenant admitted this second incident occurred. He acknowledged that the dog again broke away while one of his children was walking it alone, ran loose, and attacked another tenant and that tenant's dog in the residential complex. The Tenant further acknowledged that the other tenant was injured.
5. Janae Mclean (JM) testified concerning the March 21, 2026 incident, that the dog ran up off leash and attacked her dog, causing catastrophic injuries, and that she herself was bitten, taken to hospital by ambulance, remains under medical treatment, and missed work as a result. JM also testified that because of the injuries and poor prognosis, her dog had to be euthanized. Her evidence on the severity and lasting impact of the attack was detailed, direct, and was not materially challenged on cross-examination.
6. Where there is a conflict between the Tenant's evidence and that of the Landlord's witnesses concerning the severity and consequences of the March 21, 2026 attack, I prefer the Landlord's evidence. The Tenant was not present when the attack began and minimized its severity in cross-examination. In particular, I place limited weight on the Tenant's evidence that the dog was euthanized only because the other owner could not afford treatment, because that evidence was inconsistent with Ms. Mclean's direct evidence that the prognosis for survival and recovery was poor even with surgery. This inconsistency negatively affects the reliability of the Tenant's evidence on the extent of the harm caused.
7. I therefore find not only that the January 24, 2026, breach occurred, but also that the conduct which gave rise to that breach continued after the motion to set aside was filed, resulting in a second, even more serious incident on March 21, 2026. In my view, this subsequent conduct is directly relevant to whether it would be unfair to set aside order LTB-L-007548-26.

The Tenant's personal circumstances

8. I have considered the Tenant's personal circumstances, including that he is the primary caregiver for five children, that eviction would create significant housing instability for his household, and that he faces additional family and financial stressors. I also considered the April 17, 2026, letter concerning social housing wait times and the evidence of Jose Perez (JP), the Tenant's kinship worker, that eviction could negatively affect the children's stability.
9. I accept that eviction will be difficult for the Tenant and the children in his care. I also accept that the Tenant is remorseful and that the dog has now been surrendered. However, these circumstances do not outweigh the seriousness of the breach and its consequences. The Tenant had already been given the benefit of a prior conditional order and understood what was required to avoid eviction. Despite that, a serious attack occurred on January 24, 2026, and, more significantly, a second and even more serious attack occurred on March 21, 2026, after the Tenant was fully aware of the risk and after he had filed this motion.
10. The impact on other residents was severe. Two tenants were injured, one dog required stitches, another dog had to be euthanized, and the evidence establishes an ongoing loss of safety and security in the residential complex. In these circumstances, I find that it would be unfair to set aside the order, notwithstanding the hardship eviction may cause the Tenant and his household.

The stay is lifted immediately

11. The stay of order LTB-L-007548-26 is lifted immediately.

It is ordered that:

1. The motion to set aside Order LTB-L-007548-26, issued on February 3, 2026, is denied.
2. The stay of order LTB-L-007548-26 is lifted immediately.
3. Order LTB-L-007548-26 is unchanged.

May 7, 2026
Date Issued

Kyle Anderson
Member, Landlord and Tenant Board

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