



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

File Number: LTB-L-027372-26-SA

In the matter of: 305, 27 Cambridge St.
Cambridge ON N1R3R8

Between: KW Urban Native Wigwam Project Landlord

And

Katherine Schnelzer Tenant

KW Urban Native Wigwam Project (the 'Landlord') applied for an order to terminate the tenancy and evict Katherine Schnelzer (the 'Tenant') because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on March 23, 2026 with respect to application LTB-L-103861-25.

The Landlord's application was resolved by order LTB-L-027372-26, issued on April 7, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-027372-26.

This motion was heard by videoconference on May 20, 2026.

The Landlord's legal representative Crystal Nadjiwan, Landlord's agent Carlyne Green, Tenant's legal representative Joel Yinger, and the Tenant attended the hearing.

Determinations:

1. The Landlord filed an L4 Application, relying on a document executed by Ms. Green alleging that on March 24, 2026 the Tenant left their dog loosely leashed and unattended. The mediated agreement dated March 23, 2026 provides that the Tenant's dog must be leashed, muzzled, and supervised while in the common areas of the building.
2. The parties agreed that the Landlord's surveillance video from March 24, 2026 depicts the incident in question. The video, which was entered into evidence, shows the Tenant exiting the building and engaging with her neighbour, Crystal. The Tenant briefly speaks with Crystal, ties the dog's leash to a post, and re-enters the building for approximately two minutes. During this time, Crystal remains with the dog.

3. The original order does not specify who must supervise the Tenant's dog, only that the dog must be supervised at all times while in common areas. Based on the video evidence, I find that the dog was supervised by the Tenant's neighbour when not directly supervised by the Tenant. Additionally, the dog remained leashed throughout the duration of the video. Accordingly, I find that the Tenant did not fail to comply with the conditions set out in the mediated settlement signed on March 23, 2026, with respect to application LTB-L-103861-25.
4. One day prior to the hearing, the Tenant admitted that the dog was not muzzled while in a common area, explaining that due to the temperature the dog was experiencing difficulty breathing. This constitutes a breach of the mediated settlement.
5. At the hearing the Tenant demonstrated a clear understanding of the requirement that the dog be muzzled at all times and considered the incident as an emergency. The Tenant has since begun using a different type of muzzle more suitable for warmer temperatures and testified that she will ensure she is removing the muzzle only once outside the residential complex.
6. Having regard to the specific circumstances, I find that it would not be unfair to set aside the ex parte order. It is undisputed that the Tenant's single breach of the agreement arose from concerns regarding the dog's breathing. In the circumstances, eviction would be an unreasonable remedy for this breach.

It is ordered that:

1. The motion to set aside Order LTB-L-027372-26, issued on April 7, 2026, is granted.
2. Order LTB-L-027372-26, issued on April 7, 2026, is set aside and cannot be enforced.
3. The mediated settlement signed by the parties on March 23, 2026 with respect to LTB-L-103861-25 is remains in force.

May 25, 2026
Date Issued

Brett Lockwood
Member, Landlord and Tenant Board

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