



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

File Number: LTB-L-024900-26-SA

In the matter of: 104, 225 LONDON RD W
GUELPH ON N1H2C6

Between: Williams & McDaniel Property Management Landlord

And

Cori Massey Tenant
Matthew Moynahan

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Cori Massey and Matthew Moynahan (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on November 19, 2025 with respect to application LTB-L-057516-25.

The Landlord's application was resolved by order LTB-L-024900-26, issued on April 2, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-024900-26.

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

The Landlord's legal representative John Andersen and the Tenants attended the hearing.

Determinations:

1. The Landlord filed an L4 application based on the declaration of Aaron Willing. The original order states that the Tenant shall ensure their pets do not urinate or defecate in the rental unit. Additionally, the Tenant shall ensure that any odours related to their pets do not emanate into the hallway of the residential complex. The declaration states the following:
 - On March 8, 2026, another tenant in the building reported that the Tenant's dogs "urinate and deposit feces on the floor and these pollute the environment which in turn affect my kids..."
 - On March 10, 2026, another tenant in the building reported that there is a "bad smell from the wet dog was very strong"

- On March 11, 2026, another tenant in the building reported that “a strong smell of animal waste is consistently drifting into my apartment unit”
 - On March 16, 2026, another tenant in the building reported that the Tenant is not properly managing their dogs’ waste.
2. The Tenant denies all allegations that gave rise to the ex parte eviction order. He testified that he maintains a consistent routine of taking his dogs outside frequently throughout the day and cleaning his cat’s litter box on a daily basis. He further stated that his dogs do not urinate or defecate in the rental unit or even on the residential complex. The Tenant suggested that perhaps there was a backup that was causing the smell in the building, confirming that any smell often occurs later in the day.
 3. During cross-examination, the Tenant was questioned about alleged breaches of the order occurring after the L4 application was filed. In particular, he was asked whether he permitted more than two vehicles to occupy parking spaces in the parking lot that were not his and whether he parked his trailer on the grass on the residential complex. The original order required the Tenant to park only in assigned spaces and prohibits parking the trailer on the grass.
 4. The Tenant admitted that he parked his trailer on the grass for approximately 30 minutes, as depicted in a photograph entered into evidence. He also acknowledged that, on at least one occasion after the order, he occupied three parking spaces while unloading items for a brief period, also depicted in a photograph entered into evidence.
 5. The Landlord’s first witness, Yordanoa Benvye, resides in unit 101 of the building. She testified that she had complained to the Landlord about an odour emanating from the rental unit. She confirmed that the odour persists as of the hearing date and described it as predominantly the smell of urine.
 6. The Landlord’s second witness, Daniel Kemal, resides in unit 106 of the building. He testified that the hallways are affected by odours attributable to the Tenant’s animals, which become particularly obvious when the Tenant opens the door to the rental unit. He further indicated that he intends to terminate his tenancy due to the ongoing smell.
 7. The Landlord’s third witness, Sinisia Stojtic, is an employee of the Landlord. He testified that he received complaints following the original order from tenants of units 101, 105, and 106. These complaints were consistent in nature, indicating that odours from the Tenant’s animals were emanating from the rental unit and permeating the common areas. The witness also described additional breaches of the order, including an incident on April 28, 2026, when the Tenant occupied three parking spaces, and another instance where the Tenant parked his trailer on the grass.
 8. Based on the evidence and submissions before me, I find that the Tenant breached the original order dated November 19, 2025. The consistent and corroborated testimony of the Landlord’s witnesses establishes that odours emanating from the Tenant’s unit continue to interfere with other residents. I am also satisfied, on a balance of probabilities, that the Tenant breached the parking provisions of the order, as he admitted to occupying unauthorized parking spaces and parking his trailer on the grass.

9. Having considered all of the circumstances, I find that it would not be unfair to set aside order LTB-L-024900-26. The Tenant did not present any significant mitigating factors that would justify altering the remedy agreed to in the original order. The breaches were multiple, and no compelling extenuating circumstances were provided by the Tenant.
10. I find it appropriate that the stay of order LTB-L-024900-26 be lifted effective July 31, 2026. The Tenant testified that he has two young children who frequently reside in the unit. In light of both the nature of the breaches and the Tenant's personal circumstances, a delay to July 31, 2026 is reasonable.

It is ordered that:

1. The motion to set aside Order LTB-L-024900-26, issued on April 2, 2026, is denied.
2. The stay of order LTB-L-024900-26 is lifted July 31, 2026.
3. Order LTB-L-024900-26 is unchanged.

May 25, 2026
Date Issued

Brett Lockwood
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.