



Order under Section 69 Residential Tenancies Act, 2006

Citation: Krafa Consultants & Management Inc. v Wright, 2026 ONLTB 43256

Date: 2026-06-04

File Number: LTB-L-003437-26

In the matter of: 306, 69 WESTWOOD DR
KITCHENER ON N2M2K5

Between: Krafa Consultants & Management Inc. Landlord

And

Krista Wright Tenant

Krafa Consultants & Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Krista Wright (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 Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on April 22, 2026.

The Landlord's legal representative Peter Schroeder, the Landlord's agent Rick Krause, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy in the application however, these circumstances a conditional order is appropriate.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N5 Notice of Termination- Substantial Interference

3. On December 18, 2025, the Landlord gave the Tenant an N5 notice of termination with a termination date of January 31, 2026. The notice of termination contains the allegations that on November 26, December 10, December 17, and December 18, the Tenant permitted their dog to urinate on the balcony, or that urine from the Tenant's balcony was dripping onto other tenant's balconies/outdoor areas. This issue affected other tenants and resulted in a by-law infraction being levied against the Landlord.

Landlord's Evidence

4. The Landlord's agent Rick Krause (RK) submitted a copy of a by-law infraction that was sent to the Landlord dated December 10, 2025. The by-law infraction notice alleges:

"A recent inspection of the above-mentioned property on or around **December 10, 2025** revealed a violation of the City of Kitchener Municipal Code, Chapter 421 DOG - RESPONSIBLE OWNERSHIP.

421.7.1- No person shall keep or harbour any dog in a manner that adversely impacts neighbouring properties or residents whether through offensive odours, noise likely to disturb inhabitants, straying or roaming of dog(s), accumulation of feces or otherwise."

5. The by-law infraction notice requires the following action by December 17, 2025:

"DOG FECES AND URINE MUST BE REMOVED FROM THE BALCONY AND THE AREA MUST BE KEPT CLEAN AT ALL TIMES. ALLOWING THE DOG TO DEFECATE OR URINATE ON THE BALCONY MUST CEASE IMMEDIATELY."

6. RK also submitted copies of correspondence with the by-law officer that confirms there have been two complaints about pets urinating on the balcony and both complaints relate to the Tenant's rental unit.
7. RK further submitted two letters that were sent to the Tenant on January 20, 2025, and December 16, 2025. Both letters address the issue of the Tenant permitting her dog to urinate on the balcony. The letter dated January 20, 2025, also references a prior complaint about the same behaviour dating back to 2020.
8. RK testified that the issue has been ongoing for a number of years, and two separate tenants have made complaints. One of the complaining tenants has also filed an application against the Landlord at the LTB.
9. RK testified that despite the Tenant's suggestion this issue hadn't been discussed, he approached her to discuss the issue multiple times, including when a contractor who was performing renovations to a unit below complained that urine had dripped on him while having a cigarette outside.
10. On cross examination RK clarified that both himself and a contractor had urine drip into their eye and that there are no issues with other tenants in the residential complex permitting their pets to urinate on the balcony.
11. The Landlord's witness Terrance Gamble (TG) testified that he lives at the residential complex in unit 106 which is two floors directly below the Tenant's rental unit 306.
12. TG gave evidence that there was urine dripping from the balcony of unit 306 on November 26, 2025, and December 10, 2025. TG confirmed that he reported this on December 16, 2025.
13. TG submitted copies of photographs dated November 26, 2025, December 10, 2025, December 17, 2025, December 18, 2025, December 19, 2025, January 6, 2026, January 9, 2026, and February 11, 2026.

14. Some of the photographs submitted are unclear and blurry. Other photographs clearly show snow in front of unit 106's outdoor area being covered in urine and icicles of urine hanging from the balcony of unit 306.
15. TG testified that he had urine drip on him while he was outside and now stays back from his railing. TG's evidence is that he smelled the substance that was dripping on him and is certain that it's urine.
16. On cross examination TG reiterated that the substance dripping was urine and that he had not spoken to the Tenant personally about the issue.

Tenant's Evidence

17. The Tenant testified that when her dog was a puppy, she would permit the dog to be on the balcony but would always clean up after her pet. The Tenant also gave evidence that she would use "pee pads" while training her dog.
18. The Tenant denied allowing her dog to urinate on the balcony unequivocally testifying, "It's not true." and "I don't allow her to do that.". The Tenant's evidence is that her dog hasn't been going on the balcony in the last year and attributes some of the dripping from her balcony to a broken garbage bag and spilled coffee.
19. The Tenant also testified that the by-law officer who issued the infraction notice closed the file but failed to perform a thorough investigation. The Tenant gave evidence that the by-law officer declined to inspect her balcony despite an invitation from the Tenant.
20. The Tenant also testified that, "My first superintendent never said it wasn't allowed as long as I could clean up".
21. The Tenant reiterated her testimony in relation to the by-law officer's investigation on cross examination and confirmed that her dog is just over 2.5 years old.

Analysis

22. The Landlord's application is based on a voidable first N5 notice of termination. Section 64 of the Act provides:

64 (1) A landlord may give a tenant notice of termination of the tenancy if the conduct of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant is such that it substantially interferes with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or another tenant or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant.

23. The Landlord's evidence is that they received a by-law infraction notice and complaints from other tenants that the Tenant is permitting their dog to urinate on the balcony. The Landlord's agent and the Landlord's witness both testified credibly and reliably about the events.

24. Despite addressing an issue at the hearing with an individual being present with the witness TG while he was giving testimony, I do not find that this impacted the credibility or reliability of his testimony.
25. The Tenant's evidence was that the allegations are untrue, and she has never permitted her dog to urinate on the balcony.
26. This cannot be reconciled with other testimony of the Tenant wherein she suggested that:
- a previous superintendent permitted the behaviour providing the Tenant cleaned any mess;
 - after receiving the N5 notice, the behaviour stopped; and,
 - her dog has not been "doing that out there since".
27. The Tenant's evidence was conflicting at first suggesting that she never permitted her dog to urinate on the balcony and then changing to be that it was permissible from a previous property manager, but it hasn't happened since service of the N5 notice.
28. The testimony of the Landlord's agent and witness, when considered together with the corroborating by-law infraction notice, photographs, and multiple e-mails, proves on a balance of probabilities, that the Tenant has substantially interfered with the reasonable enjoyment of other Tenants by permitting her dog to urinate on the balcony.
29. The Landlord's receipt of the by-law infraction notice is also an interference with a lawful right or interest of the Landlord.

Voiding Period

30. Section 64(3) of the Act provides:

(3) The notice of termination under subsection (1) is void if the tenant, within seven days after receiving the notice, stops the conduct or activity or corrects the omission.

31. The Landlord did not receive another by-law infraction notice during this time and this allegation is considered voided.
32. A copy of an e-mail was submitted by TG dated December 19, 2025, at 12:05 p.m. attaching a photograph of discoloured icicles with the text, "Pee ice right now. 12 noon December 19th".
33. Based on the e-mail of December 19, 2025, I find that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Relief from Eviction

34. The Landlord's representative requested termination of the tenancy and eviction based on the persistence of the issue over a lengthy period of time, and because the Tenant failed to take accountability despite the evidence.

35. The Landlord's representative submits that given the Tenant's denial of the issue the Tenant would not likely follow any conditions imposed through a conditional order.
36. The Tenant requested that eviction be denied and made submissions that she has lived in the rental unit for approximately 8 years. The Tenant's daughter passed away and she has recently regained custody of her son. The Tenant submits that if she were to be evicted it could result in her losing custody of her son.
37. The Landlord's witness TG gave evidence that there has not been an issue since approximately February 2026. While the recurrence of the issue over the years is concerning, the cessation of the problem since February 2026 must be given consideration.
38. The impact to the tenants residing below unit 306 is not insignificant however, the Tenant stated their intention to remedy the issue and, as of the date of the hearing on April 22, 2026, the last reported problem was in February 2026.
39. Further, the longstanding tenancy, together with the Tenant's custody situation, is sufficient to warrant relief from eviction.
40. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), 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 Act.
41. Despite granting relief from eviction, the issue has been ongoing but sporadic over the years, and a conditional order for a period of one or two years would not be sufficient to ensure ongoing compliance. Accordingly, the conditions imposed shall be for the duration of the tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. For the duration of the tenancy, the Tenant shall not permit their dog or any animal in their care or possession to urinate or defecate on the balcony of the rental unit.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 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 Tenant. 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 Tenant.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.

6. If the Tenant does not pay the Landlord the full amount owing on or before June 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Kyle McGraw
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.