



## **Order under Section 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-105017-24

**In the matter of:** 2, 14 Echo Street East  
Cayuga ON N0A1E0

**Between:** Dylan Afrasiabi Tenant  
Emily Curto

**And**

Delia Sousa Landlord

Dylan Afrasiabi and Emily Curto (the 'Tenant') applied for an order determining that Delia Sousa (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 27, 2026.

The Landlord, Landlord's legal representative Jennifer Greenway, the Tenants, and the Tenants' legal representative Joseph Kazubek attended the hearing.

### **Agreed Facts:**

1. The parties agree that the monthly rent during the tenancy was \$1,500.00. Throughout 2024 the parties were engaged in a negotiation to end the tenancy on a "cash for keys" basis.
2. On September 25, 2024, the Tenant Dylan Afrasiabi was bitten by the dog of another tenant living in the building named Kolleen.
3. The Tenant vacated the rental unit on July 31, 2025.

### **Determinations:**

4. The Tenant relies on their amended application dated October 20, 2025. The application seeks compensation for the dog bite that occurred as well as compensation for the substantial interference with the Tenant's enjoyment of the rental unit associated with persistent attempts at terminating the tenancy as well as an unsafe laneway.

Testimony of Dylan Afrasiabi

5. The Tenant testified that the rental unit (unit 2) is in the basement of a house. The upstairs unit (unit 1) was occupied by the Landlord's niece named Kolleen. The Tenant knew Kolleen prior to moving into the rental unit as Ms. Curto tutored Kolleen's child.
6. The tenancy began July 1, 2024 and the Tenant vacated the rental unit on July 31, 2025. The first issue the Tenant raised in the tenancy was a missing lock on the door that separates unit 1 and unit 2. On July 6, 2024, the Tenant woke up and the door between the units was wide open. The Tenant informed the Landlord about the issue and was told to put a lock themselves if they wanted one. By the end of July 2024, the Tenant installed their own lock.
7. On September 25, 2024, the Tenant returned to the rental unit after work and encountered Kolleen's rottweiler. The dog bit the Tenant on the arm, pictures of which were entered into evidence, and the Tenant attended the hospital as a result. The Tenant testified that he missed a week of work, in which he lost wages of \$600.00 total. The Landlord was aware of the incident and did not offer the Tenant compensation for the injury.
8. Subsequently, the Tenant received a letter purportedly from the Landlord trying to make amends about the situation. The Tenant came to learn that it was Kolleen who wrote the letter pretending to be the Landlord.
9. On October 1, 2024, the Landlord attended the rental unit along with two other individuals.
10. On November 1, 2025, the Landlord served the Tenant a typed letter which indicated that they were providing the Tenant 60 days' notice to vacate the rental unit as "...Your lease agreement will end January 1<sup>st</sup> 2025 and will not be renewed at this time..." This letter was entered into evidence.
11. Shortly thereafter, the Landlord served the Tenant with an N12 notice indicating the Landlord sought possession of the rental unit for their own use. The notice was dated December 2, 2024 with a termination date of February 1, 2025. A second N12 notice was served on the Tenant with a termination date of March 31, 2025. A third N12 notice, dated February 28, 2025 with a termination date of April 30, 2025, was subsequently served to the Tenant. All three N12 Notices were entered into evidence.
12. The Landlord and Tenant began discussing a potential settlement involving the Tenant vacating the rental unit in exchange for money. During the course of these negotiations, the Landlord provided the Tenant two different N9 notices with termination dates of both July 31, 2025 and August 1, 2025. Additionally, the Landlord provided two N11 agreements, one with a termination date of April 30, 2025 and the other with a termination date of May 31, 2025. Eventually, the Tenant signed an N9 notice with a termination date of July 31, 2025 and provided it to the Landlord.
13. The Tenant believes that the service of the N12 notices, and subsequent N9 notices and N11 forms were due to a disagreement the Tenant had with Kolleen. Specifically, Kolleen did not pay the Tenant for some tutoring services. The notices appeared immediately after the disagreement over payment for the tutoring services.

14. In cross-examination, the Tenant was asked if the Landlord had care and control of Kolleen's dog. The Tenant admitted that Kolleen was responsible for the dog at all times.
15. The Tenant was also asked if they ever complained to the Landlord about the dog. The Tenant testified that about two weeks prior to the dog bite the Tenant complained to the Landlord about the dog being tied up outside which in turn was taking up the entire yard. The Landlord had informed the Tenant that the dog would be moved to the garage, however that never came to fruition.

Testimony of Emily Curto

16. The Tenant confirmed that she had providing tutoring service to Kolleen's child both before the tenancy began and afterward. The Tenant submitted that after she approached Kolleen about the lack of payment, the Landlord began to provide notices to terminate the tenancy.
17. The Tenant also testified about being cautious whenever she needed to go outside because of Kolleen's dog. According to what the Landlord had told the Tenant, the dog was to remain in the garage. The dog was never kept in the garage, so the Tenant was often nervous when exiting the rental unit.
18. The Tenant provided evidence surrounding the outside walkway, indicating that it was full of mud and/or puddles. As a result, they had to walk through the laneway in that condition daily. Video of the laneway was entered into evidence.
19. The Tenant indicated that they vacated the rental unit because they felt both unsafe in the rental unit as well as disrespected by the Landlord.
20. In cross-examination, the Tenant was asked if Kolleen's dog was often tied up, and if so why would the Tenant feel unsafe about it being outside. The Tenant replied that the dog was often tied but could still reach them if they walked by.

Testimony of Delia Sousa

21. The Landlord began her testimony by confirming the layout of the house and that her niece Kolleen lived upstairs. The Landlord also confirmed that the dog in question was entirely owned by Kolleen, and that care, supervision, and responsibility lays with Kolleen.
22. Subsequent to the dog bite on September 25, 2024, the Landlord met with Kolleen and told her the dog must be leashed and muzzled when outside in common areas. To the best of the Landlord's knowledge this occurred however there was no supporting evidence to support this conclusion presented at the hearing.
23. Regarding the multiple N12 Notices, the Landlord testified that she made errors on the first two notices, therefore she hired her legal representative to prepare and serve the third one. Subsequent to the Tenant vacating the rental unit on July 31, 2025, the Landlord moved into the rental unit.
24. Regarding the multiple N9 Notices and N11 forms, the Landlord testified that she believed that once an agreement was reached the parties would need to document the settlement. As a result, she was providing said forms and notices in anticipation of an agreement.

25. In cross-examination, the Landlord was asked if she was aware there was no private fenced in area for each unit in the house. The Landlord acknowledged the whole back yard was fenced in but not subdivided.
26. The Landlord was also asked a plethora of questions regarding Kolleen's dog. The Landlord testified that the dog was always friendly, and the Tenant never complained to her about the dog. As a result, there was never any conversation about the dog moving to the garage.

### Analysis

27. Section 22 of the *Residential Tenancies Act* (the Act) states:

**22** A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

28. Section 23 of the Act states:

**23** A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

29. Regarding the lock, I am not satisfied that the lack of having the door locked for a short amount of time resulted in substantial interference with the Tenant's reasonable enjoyment of the rental unit. The evidence suggests that on July 6, 2024 the door was opened overnight. The Tenant subsequently informed the Landlord of the issue approximately one week later then installed their own lock before the end of July. The evidence surrounding the lack of a lock and its effect on the Tenant was minimal. As a result, I cannot find that the failure to have a lock on the door results in a breach of the Act by the Landlord.

30. Regarding the dog, it is clear and undisputed that the Landlord was never in care and control of Kolleen's dog. Section 2(1) of the *Dog Owners' Liability Act*, R.S.O. 1990, c. D.16 states:

**2(1)** The owner of a dog is liable for damages resulting from a bite or attack by the dog on another person or domestic animal.

31. At the hearing, the Tenant argued that it wasn't specifically the dog bite that caused substantial interference with the Tenant's reasonable enjoyment, rather it was the Landlord's actions both before and after the dog bite that give rise to a breach of the Act. In their closing argument, the Tenant argued that the Landlord was negligent by not providing an isolated space for the dog, which unfortunately led to the September 25, 2024 incident.
32. The evidence surrounding whether the Tenant complained to the Landlord about the dog being in the backyard prior to September 25, 2024 is contradictory. The Tenant testified that they informed the Landlord two weeks prior that the dog was in the backyard and they wished for it to be moved. The Landlord testified that did not occur. There is no documentary evidence to confirm such a complaint happened. Furthermore, even had a complaint been made, I am not satisfied that by failing to have an independent, isolated

space in the backyard (or having the dog in the garage) led to the incident on September 25, 2024. It is remote to assume that the Landlord would know that failing to have the dog moved to the garage would result in a biting incident. Specifically, there was no evidence that the Landlord had any prior knowledge of the dog's particular temperament or history of behaviour. As a result, and consistent with the *Dog Owners' Liability Act* as well as the findings in *Walpole v. Cristol*, 2024 ONCA 400, I do not find that the Landlord is liable for the causing substantial interference prior to September 25, 2024 or the actual incident itself.

33. Regarding the dog remaining in the backyard after the September 25, 2024, I do not find that the Tenant has overcome their onus on a balance of probabilities to prove there was a breach of the Act. The Landlord testified that they spoke to Kolleen about the requirement for the dog to be leashed and muzzled at all times while outside the rental unit. I accept that the Landlord was not at the rental unit often therefore they would not know whether Kolleen complied with the Landlord's request. Despite this, the Tenant did not provide evidence that the dog was not leashed and muzzled, instead the Tenant's evidence was that the dog was able to still reach individuals who were walking by the backyard. It is understandable that after the September 25, 2024 incident the Tenant was nervous about the dog, however it is unclear how that results in the Landlord breaching the Act.
34. Neither party chose to summons Kolleen to the hearing to provide testimony on the issue. There were no further incidents with the dog after September 25, 2024, only that the Tenant was cautious when exiting the rental unit if the dog was in the backyard. I do not find that the Tenant proved that the dog being outside caused them distress that rises to the level of substantial interference nor that it impacted their reasonable enjoyment of the rental unit.
35. Regarding the notices, I do not find that they were delivered to the Tenant maliciously by the Landlord. Landlords are provided a statutory right to provide tenants notices under the Act. The evidence from the Landlord regarding the service of three N12 notices was clear, the first two had errors on them therefore a third, proper notice was served. Furthermore, the Landlord's uncontradicted evidence was that they in fact moved into the rental unit meaning the notices were provided in good faith. In addition, the Landlord providing N9 notices and N11 forms is logical given that the parties agree that they were discussing compensation for the Tenant to vacate the rental unit. I do not find that in these circumstances the Landlord providing the notices and forms was a breach of the Act.
36. Finally, regarding the laneway, I do not find that it rises to the level of substantial interference. It is unclear, based on the limited evidence presented, what steps the Landlord could have taken to rectify the issue. The T2 application states that the Tenant first informed the Landlord of the issue on November 23, 2024. The video of the laneway, which shows grass between two houses filled with water, is undated. Furthermore, the video narrowly shows part of the laneway as it appears only part of it was filled with water. No other evidence was furnished by the Tenant to show other instances of the laneway being filled with water or mud. If the issue was causing substantial interference to the Tenant, I would have expected multiple pictures and videos showing the condition other than one isolated incident. I am not satisfied the Tenant provided sufficient evidence of an on-going issue with the laneway that would result in a breach of the Act by the Landlord.

**It is ordered that:**

1. The T2 Application is dismissed.

**June 4, 2026**  
**Date Issued**

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**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.