



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

Citation: County of Lambton Housing Services Department v Oliver, 2026 ONLTB 46873

Date: 2026-06-18

File Number: LTB-L-035828-26-SA

In the matter of: 364 Kathleen Avenue
Sarnia ON N7T1E6

Between: County of Lambton Housing Services Department Landlord

And

Jennifer Oliver Tenant

County of Lambton Housing Services Department (the 'Landlord') applied for an order to terminate the tenancy and evict Jennifer Oliver (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 October 17, 2025 with respect to application LTB-L-047370-25.

The Landlord's application was resolved by order LTB-L-035828-26, issued on April 28, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-035828-26.

This motion was heard by videoconference on June 10, 2026.

The Landlord's Representative, Jennifer Smith, the Landlord's Agent, Tina Buono, and the Tenant attended the hearing.

Determinations:

There was a breach of the previous order

1. It was undisputed that the Tenant failed to meet a condition specified in the order issued by the LTB on October 17, 2025, with respect to application LTB-L-047370-25, the Tenant's dog was unleashed and not muzzled outside the rental unit on April 21, 2026, contrary to the consent order.
2. It was also undisputed that on April 21, 2026, while the Tenant's dog was outside the rental unit, off leash and not muzzled, the dog went after and attacked a neighbor child.

The surrounding circumstances

3. I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.
4. I do note that the Tenant testified that she has more than one dog but only one dog, "Mukwa" was involved in the April 21, 2026, incident. So, when I refer to "dog" it is the dog involved in the April incident and "dogs" would be both the Tenant's dogs as contemplated by the October 17, 2025, order.
5. The Tenant testified that she was not home on April 21, 2026, when her dog got out but said that the door to the rental unit does not latch properly because the Landlord has not properly fixed her door. However, the Tenant also testified that her last maintenance request regarding the door was over 3 years ago, and the Tenant has not filed an application with the Board regarding any issues about the door.
6. The Tenant also testified that the neighbor child teases the dog and the April 21, 2026, incident is the only incident where the conditions from the October 17, 2025, consent order have not been followed.
7. The Landlord's Agent testified that the Tenant has made no requests regarding issues with the door since 2015 when the door was replaced in June 2015. The Landlord's Agent also testified that other tenants have told the Landlord that the Tenant's dog is out and off leash at least 3 times per week. The Landlord's Agent also testified that the child's mother told the Landlord that they are afraid to leave their rental unit because of the dog.
8. I will note that the Landlord did not call either of the other tenants to provide their own testimony regarding the Tenant's dog and therefore the Tenant did not have an opportunity to cross examine either of the other tenants on the claims or statements that were being put forward. As such, the Landlord was presenting hearsay evidence regarding ongoing breaches, and the impact the Tenant's dog was having on tenants in the residential complex.
9. While the *Statutory Powers Procedure Act*, 1990 permits administrative tribunals to allow hearsay evidence, in *Manikam v. Toronto Community Housing Corporation*, 2019 ONSC 2083, the Divisional Court found that tribunals must first assess whether the hearsay evidence is necessary and reliable in order to determine whether it should be admitted.
10. *Manikam* goes on to provide at paragraph 31 that:

Necessity requires satisfying the trier of fact that there is no other way to get the evidence before the court. The reliability requirement is generally met when it can be demonstrated that "there is i. no concern about the truth of the statement because of the circumstances in which the statement was made; or ii. no real concern arising from presentation of the statement as hearsay because the circumstances permit the testing of its truth and accuracy by means other than contemporaneous cross-examination.

11. Here, I was provided with no explanation as to why the other tenants did not attend to provide their own direct evidence, which would have allowed the Tenant the opportunity to cross-examine the evidence provided. Due to this, I have given little weight to the hearsay evidence and any evidentiary value it may possess.
12. Instead, I have considered what the Tenant herself has provided as evidence regarding the circumstances surrounding the breach, and I am not satisfied that the Tenant has provided a satisfactory explanation for the breach. The Tenant does not appear to take any accountability for the seriousness of the incident. The Tenant attempts to shift the blame to the child and indicates the child taunts the dog, while I in no way condone any taunting of any animal, that does not alleviate the Tenant's responsibility to exercise care and control of her dogs at all times.
13. I am also not satisfied that the door does not latch properly. The Tenant herself has indicated that she has not notified or contacted the Landlord about the door for at least 3 years. I cannot find that the door is an issue if the Tenant has not requested that it be fixed for over 3 years, nor has the Tenant commenced an application at the Board claiming the Landlord has failed to meet their maintenance obligation. Again, it appears the Tenant is not taking accountability for the care and control of her dogs and has failed to impress upon her guests and occupants the importance of ensuring compliance with the conditional order.
14. Unfortunately, what appears to have happened is exactly what was contemplated in the original application, the Tenant has failed to ensure that the Tenant, Tenant's guests, or the occupants of the rental unit are exercising care and control of the dogs at all times.
15. As such, after considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-035828-26.

The stay is lifted on July 31, 2026

16. The Tenant testified that she has lived in the rental unit for approximately 15 years. The Tenant testified that she has two 17-year-old twins living at home and one 6-month-old grandchild living at the rental unit. The Tenant testified that she also has some health issues.
17. The Tenant testified that she has been trying to find another place, but it has been hard to find something and would need approximately 3 months to find a new unit.
18. The Landlord was seeking an immediate lift to the stay on the order given the seriousness of the breach.
19. In light of the length of the tenancy and the children in the rental unit I am satisfied that it would be fair in the circumstances to delay the lifting of the stay until July 31, 2026, to allow the Tenant a little more time to find alternate accommodation for herself and the children.
20. As such, the stay of order LTB-L-035828-26 is lifted on July 31, 2026.

It is ordered that:

1. The motion to set aside Order LTB-L-035828-26, issued on April 28, 2026, is denied.
2. The stay of order LTB-L-035828-26 is lifted on July 31, 2026.
3. Order LTB-L-035828-26 is unchanged.

June 18, 2026
Date Issued

Nicole Pedron
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.