



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

Citation: Beaux Properties Management Company v Rais, 2026 ONLTB 47932

Date: 2026-06-19

File Number: LTB-L-019599-26-SA

In the matter of: 604, 11 SHALLMAR BLVD
TORONTO ON M5N1J6

Between: Beaux Properties Management Company Landlord

And

Natalie Rais Tenant

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy and evict Natalie Rais (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on December 10, 2025 with respect to application LTB-L-095955-25, LTB-L-070661-25, LTB-L-070685-25, LTB-L-063056-25-RV.

The Landlord's application was resolved by order LTB-L-019599-26, issued on March 9, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-019599-26.

This motion was heard by videoconference on June 1, 2026.

The Landlord's Agent A. Metaxus, the Landlord's Legal Representative E. Steiman, the Tenant, and the Tenant's Legal Representatives E. Roeper and J. Hajjar. attended the hearing.

A. Vitale attended as a witness for the Landlord.

Determinations:

There was a breach of the previous order

1. The Tenant failed to meet a condition specified in the order issued by the LTB on December 10, 2025 with respect to application LTB-L-095955-25, LTB-L-070661-25, LTB-L-070685-25, LTB-L-063056-25-RV.

The surrounding circumstances

2. After considering all the circumstances, I find that it would not be unfair to set aside order LTB-L-019599-26.
3. The Tenant's request to extend time to file a motion to set aside the ex-parte order was granted.
4. The Tenant's motion to set aside is based on disputing she breached the consent order.
5. At paragraph 2 of the ex-parte order the Member found that that the Tenant failed to ensure that any dog in her possession was leashed at all time in the common areas of the residential complex; specifically, the dog was left unleashed inside the lobby while the Tenant was outside the entrance, and the dog was observed off leash outside the building doors on February 27, 2026. The Tenant also breached the consent order because she failed to ensure that the Landlord's stove stored in her storage locker was removed within 60-days of the consent order.
6. The Tenant testified at the time of the hearing she understood the common areas to be those inside the building, the lobby, laundry room, halls and garage; especially since she has seen other tenants' dogs off-leash outside. Therefore, she thought it was okay to let him do his business when no one else is around and then put him back on the leash; he is not aggressive and is not labelled a dangerous dog by the City of Toronto. Now that she knows the common areas include the outside, she will not let him off leash again. The Tenant does not dispute the lobby incident on February 26, 2026; she is in the process of training the dog to be off leash, and he snuck out on her, it was not on purpose. Plus, there was no one on the lobby at the time, as it was later at night before bedtime, therefore she thought all would be okay because it was unintentional, for such a short time, and did not involve any other tenant. Now she understands that she must be extra diligent to ensure her dog does not get off leash at all; she will keep him leashed, always, in all common areas.
7. As to the stove, the Tenant testified the stove was too heavy to move herself, therefore, the Landlord was to have someone help her; the Landlord did not provide the dolly. When the legal clinic contacted her on April 17, 2026, about her breaching the stove removal clause, she managed to move the stove into the hallway and emailed the Landlord that it had been done.
8. The Tenant further testified she has lived in the rental unit for over 20-years, her rent is approximately \$1,647 per month, and her source of income is ODSP. If evicted she has no where to go, she has no family here and will be homeless; she cannot afford the current market rent amount in the area. She is asking for another chance to save her tenancy. The dog has not been off leash since March 2026 when she tried using an electrical collar, and the stove issue is now resolved. On cross-examination the Tenant testified that at the hearing she thought she understood the terms conditions; she reiterated that she takes the conditional order seriously and apologized profusely for breaching and her misunderstandings.
9. The Landlord's Agent testified it was a concern for other tenants that the Tenant's dog was off leash in both the inside and outside common areas. As to the stove, the Tenant was to contact the Landlord with a proposed date to use the dolly herself; she had to move the stove herself because the Landlord did not have anyone to assist other than the superintendent who is not to have contact with the Tenant. As to the Tenant not being able

to afford another unit in the area, comparable units in this building rent for about \$1,795.00 per month; therefore, logically, units in other buildings would charge a similarly affordable amount. On cross examination the Landlord's Agent confirmed the stove was moved on April 17, 2026.

10. The Landlord's witness A. Vitale testified he is the field manager and visits the rental complex once per month; he manages 11 properties. He also testified the Tenant was never promised anyone would help her move the stove. On cross-examination he testified to relying mostly on the on-site super and not having much a lot of contact with tenants; he would remember any conversations with the Tenant because he does not have many with residents. He handles the Tenant's unit because of past disagreements between the super and the Tenant; when he attends the rental unit with the super, the super waits outside in the hall.

Analysis

11. There is no dispute that the Tenant breached the consent order on February 26 and 27, 2026, as set out in the ex-parte order, and that another breach occurred in March 2026 when she tried using an electrical collar. However, I accept the Tenant's testimony that she honestly misunderstood precisely what was required of her. Upon discovery of the breach about the stove, she remedied the situation immediately. As to the dog being unleashed, she now fully understands that the common areas include both inside and outside the rental complex, and that the dog must be on leash whenever in a common area. Therefore, taking into consideration all the disclosed circumstances in accordance with section 78(11)(b), I find it is reasonable to allow this 56-year-old, vulnerable, long-term Tenant one more opportunity to preserve her tenancy.

It is ordered that:

1. The motion to set aside Order LTB-L-019599-26, issued on March 9, 2026, is granted.
2. Order LTB-L-019599-26, issued on March 9, 2026, is set aside and cannot be enforced.
3. The previous order issued on December 10, 2025 with respect to LTB-L-095955-25, LTB-L-070661-25, LTB-L-070685-25, LTB-L-063056-25-RV is put back in place.

June 19, 2026
Date Issued

Diane Wade
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.