



Order under Section 69 Residential Tenancies Act, 2006

Citation: BUTLER v HARWOOD, 2026 ONLTB 48623

Date: 2026-06-23

File Number: LTB-L-015723-26

In the matter of: UPPER, 108 MARTIN STREET
BRADFORD ON L3Z1Z5

Between: INGRID BUTLER Landlord

And

HEATHER HARWOOD Tenants
DALIAH O'NEAL
SHAYLA O'NEAL

INGRID BUTLER (the 'Landlord') applied for an order to terminate the tenancy and evict HEATHER HARWOOD, DALIAH O'NEAL and SHAYLA O'NEAL (the 'Tenants') because the Tenants, 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.

This application was heard by videoconference on June 17, 2026. The Landlord and Tenants Heather Harwood and Shayla O'Neal, who attended on behalf of all Tenants, attended the hearing.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall continue subject to conditions.
2. The Tenants were in possession of the rental unit on the date the application was filed.
3. By way of background, the rental complex is a home with an upper and lower rental unit. The Tenants live in the upper portion of the rental complex and have lived there since 2013. The Tenants have a older Shih Tzu and younger Pug-breed dog.
4. On November 20, 2025, the Landlord gave the Tenants an N5 notice of termination alleging that the Tenants had allowed their dogs to defecate on the common area lawn and walkway of the rental complex.

5. The Landlord testified that she became aware of the issue because there had been complaints from the lower unit tenant about dog feces accumulating in the backyard. She was also then alerted that the dogs had been pooping on the neighbour's lawn who was then throwing the poop back into the common area of the rental unit. The neighbour eventually erected a fence to prevent the dogs from using his lawn to relieve themselves.
6. The Tenants do not deny that they had not been diligent about cleaning up after their dogs but have been since receiving the N5 notice.
7. On January 14, 2026, the Landlord gave the Tenants a second, non-voidable N5 notice of termination ('N5 notice') under section 68 of the *Residential Tenancies Act, 2006* (Act). The allegations were that the dogs continued to use the common areas to relieve themselves without the Tenants consistently picking up after them, and that the dogs were persistently barking which was interfering with the reasonable enjoyment of the other lower unit tenant.
8. The Landlord advises that since the second N5 notice was given to the Tenants, they have been very consistent about cleaning up after their dogs and she no longer considers this to be an ongoing issue. However, the barking is a persistent problem. The Landlord submits that she has an obligation to provide the other tenant with reasonable enjoyment of the rental unit.
9. The Landlord provided monthly logs recorded by the lower unit tenant of dates and times in which the dogs were barking. By way of example, the log indicates the dogs were barking in February 2026 on February 14, 15, 17, 18, 19, 20, 23, 24, 25, 26, 27, 28. In May 2026, the dogs barked on May 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31. The lower unit Tenant also expressed that on a couple of occasions during May, the dogs were also whining and/or scratching on the floor, and that sometimes there were long stretches of barking where the lower unit Tenant became so exasperated, she left the rental unit.
10. The Tenants acknowledge the dogs do bark. However, they explain that the sometimes they are barking at things that would be natural for the dog to do so. For example, the upper and lower rental units share a common foyer. When the lower unit Tenant comes in, she often "slams" the door. This naturally causes the dogs to bark. Also, if the dogs hear noises outside, they are likely to bark. However, they say the dogs often just bark for a moment or two, and then stop.
11. The Tenants also explain that the older dog is going blind. This has resulted in more frequent barking because the dog is more fearful given that she cannot see properly anymore. The Tenants say they have taken active steps to reduce the problem including purchasing a camera system that would allow the Tenants to speak directly to the dog(s) to reassure them. Unfortunately, that system was not particularly successful. However, they have also ensured the dogs are getting frequent walks again to attempt to tire them, so they are not as disruptive at the rental unit.
12. In May, where the dogs were particularly difficult as shown on the lower unit log, Tenant Harwood was alone for nearly a month as the other Tenants had gone away for an extended holiday. During this period, Tenant Harwood came home from work on her lunch breaks and ensured the dogs had twice daily walks in addition. Again, this was all with the

aim of attempting to reduce the interference with the lower unit tenant's reasonable enjoyment.

13. After considering the parties submissions, I inquired if there were conditions which could be constructed which would give the Landlord some degree of confidence that the problem would be reduced but still allow the Tenants an opportunity to preserve their long-term tenancy.
14. 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. The Landlord agreed that there were terms which she would be amenable to. Given the length of the tenancy and the active steps the Tenants have taken to address the problem, I am persuaded that it is appropriate to grant conditional relief to the Tenants to preserve their tenancy.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meets the conditions set out below.
2. On or before July 17, 2026, the Tenants will consult with a veterinarian to explore options which may assist the Tenants in limiting the dogs' barking.
3. As of the date of this order, the Tenants will ensure the dogs' barking is not excessive:
 - Monday through Friday, between 4:30 p.m. – 9:00 p.m., the Tenants are to limit the dogs barking to no more than two minutes at any given time and not more than three times in a one-hour period.
 - Monday through Friday, from 9:00 p.m. to 7:00 a.m., the Tenants are to make best efforts to ensure the dogs do not bark excessively.
 - On weekends or holidays, the Tenants will not leave the dogs unattended. If at least one Tenant cannot be home, the Tenants will make arrangements to have a caregiver provide care to the dogs to reduce/limit barking.
 - On weekends or holidays, the Tenants are to limit the dogs barking between the hours of 9:30 a.m. to 9:00 p.m. to no more than two minutes at any given time and not more than three times in a one-hour period.
 - On weekends and holidays, from 9:00 p.m. and 9:30 a.m., the Tenants are to make best efforts to ensure the dogs to not bark excessively.
4. If the Tenant fails to comply with the conditions set out in paragraph 3 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.
5. The Tenants shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenants must pay the Landlord is \$186.00.

7. If the Tenants does not pay the Landlord the full amount owing on or before July 31, 2026, the Tenants will start to owe interest. This will be simple interest calculated from August 1, 2026, at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Jane Dean
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.