



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-020350-24

In the matter of: 212, 2 FORSYTH
Marmora & Lake ON K0K2M0

Between: Christopher James O'brien Tenant

And

27229907 Ontario Inc Landlord

Christopher James O'brien (the 'Tenant') applied for an order determining that 27229907 Ontario Inc (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 April 14, 2026.

The Landlord, the Landlord's agent, Leah Doyle, the Landlord's legal representative, Carson Frankum, the Tenant and the Tenant's legal representative, Adam R. Blacklock, attended the hearing.

On consent the application is amended to correct the Landlord's name from Leah Doyle to 27229907 Ontario Inc.

Determinations:

Landlord's request to adjourn denied

1. At the onset of the hearing the Landlord requested to adjourn the hearing so that they could obtain additional evidence on the basis that the offending tenant that is being complained of had been evicted and they did not have time to submit evidence with respect to those eviction proceedings. The representative of the Landlord submits that they were retained at the beginning of March and had not read through everything, and it just became evident at the hearing after a private meeting with the Tenant's representative, that they would require additional documentation.
2. The Tenant was opposed to an adjournment on the basis that they had filed their application on March 10, 2024, more than two years prior, because the Board already

issued an interim order requiring disclosure by specific deadlines on November 1, 2024, and those deadlines have clearly passed.

3. I declined to adjourn the matter on the basis that the Landlords representative had not adequately prepared or submitted evidence prior to the hearing despite being retained more than a month prior to the hearing. I was not satisfied that they had taken reasonable steps after becoming retained to submit the documents they wanted to submit as it was evident by the plain reading of the Tenant's application on what issues were to be litigated. The Landlords lack of preparedness is not a good reason to adjourn a matter that has been filed more than two years prior.

T2 Application – the neighbouring dog in unit 105 off leash and substantial interference

4. The Tenant's application has seven allegations of substantial interference with their reasonable enjoyment of their rental unit over a period of eleven months between the dates of April 1, 2023 and February 15, 2024. The Tenant confirmed this at the hearing. The alleged dates are as follows:
 1. April 1, 2023
 2. June 19, 2023
 3. June 21, 2023
 4. September 1, 2023
 5. December 27, 2023
 6. February 4, 2024
 7. February 15, 2024

April 1, 2023

5. On April 1, 2023 the tenants in unit 105 moved into the residential complex with their dog. On this date the tenants had their dog off leash at the property. The Tenant complained to the Landlord on this date regarding the dog being off leash. Unit 105 has access to the back yard from their unit. On this date the dog was off leash and lunged at the Tenant.
6. At the hearing the Tenant testified that they had a text conversation with the Landlord's agent regarding the dog and submit that the agent told the Tenant that they would address the issue with the tenant in 105 and the Tenant also stated that they would use the stairs to avoid the dog.
7. However, the evidence provided at the hearing was not a text message at all. It was an email on this date and there is no mention of using the stairs and no response from the Landlord put into evidence by the Tenant of such a text conversation.
8. The Landlord's agent testified that they spoke with the offending tenant on the same date and cautioned them to ensure that their dog would be on a leash when outside. They agree that the Tenant spoke with them on this date regarding the dog in unit 105 and unit 107.

9. The Landlord's agent further submits that the Tenant did not tell them that they would use the stairs to avoid the Tenant's dog in unit 105, but they did say that they would take the stairs because of issues they were having with the dog from unit 107.

June 19, 2023

10. In the Tenant's application they allege that on this date they emailed the Landlord's property manager, Leah Doyle, about the unleashed dog and that Ms. Doyle stated she had seen it herself on security cameras loose out back and in the halls of the building.
11. However, at the hearing, the Tenant's evidence they produced for this date was a message from another tenant in the residential complex complaining to the Tenant. He submits that the other tenant texted him this date to complain that she had been scratched by the dog. He admits that he did not interact with the Landlord or the dog on this date. Accordingly, this submission is dismissed as it relates to another tenant in the residential complex but not the Tenant. Further, I am not satisfied that the Landlord was made aware of this incident until weeks after it occurred as they testified.

June 21, 2023

12. In the Tenant's application they state that on this date they had a friendly talk with the dogs owner, Mike Steele from unit 105 regarding his dog being loose/aggressive behaviour. At the hearing the Tenant testified that he spoke with Mike at the Tenant's place of employment and that he mentioned he saw it off leash and was concerned about safety for dogs and himself and he was advised by Mike at this time that he would put the dog on a leash. Again, there is no evidence on this date that either the Landlord was notified or that there was any specific incident concerning the dog on this date. This allegation is also therefore dismissed.

September 1, 2023

13. The Tenant submits that they texted the Landlord's agent, Ms. Doyle on this date asking why the Landlord had not contacted animal control about the dog. They responded that they had, but that nothing could be done with the dog because it is on private property. The Landlord's agent also stated that they verbally had a conversation with the offending dog owner and that they were putting together a notice with their legal representative.
14. Again, this is not a specific conduct issue of the other tenant's dog on this date, but a complaint made to the Landlord and their response. The Tenant only submitted a copy of the Landlords response and not the message they sent to the Landlord on this date. I accept that the Tenant communicated with the Landlord on this date regarding concerns with the dog in unit 105. This is the third communication I accept for a period of 5 months regarding the dog in unit 105.
15. I also accept that in September of 2023 the Landlord had their legal representative serve the offending tenants in unit 105 a voidable first N5 Notice. Although a copy was not submitted, I accept that it was given.
16. The Landlord's agent testified that within the voiding period the offending tenant was incarcerated for unrelated issues and that his spouse was caring for the dog and using a

leash on it when it was outside. This continued up until the offending tenant got out of jail in approximately December of 2023. They were advised not to file the N5 notice in this regard because the conduct had not continued during the voiding period.

17. I accept that the Landlord served notice and it was voided because there were no further allegations submissions from the Tenant regarding incidents about the dog between these dates.
18. Although the Tenant submits that the Landlord took no action to address the issue with the offending dog in unit 105 since reporting the issue on April 1, 2023, I am unable to find that they took no action. I also accept the Landlord's evidence that they had called animal control about the dog, but that they stated nothing could be done on private property.
19. Neither the Landlord nor the Tenant called any person from animal control to testify regarding whether the Landlord did or did not contact them after receiving complaints of the dog being off leash. Therefore, I find both parties evidence equally believable on this point.

December 27, 2023

20. The Tenant submits that on this date they had to use the back ramp to take out their dog. When they opened the door, they were charged at by the tenant's dog. They reported the issue to the Landlord's agent. At the hearing the Tenant submits that the dog basically attacked him again, however they led no evidence with respect to any prior attack. They submit that the Landlord's response was that they could not do anything because animal control won't help for issues on private property. They relied on an undated text message at the hearing under page 20 of their evidence book stating it was dated December 27, 2023.
21. The Landlord disputes this allegation as the text evidence submitted was with respect to unit 107 and not 105 as they had testified to. The Landlord submits that the Tenant was complaining of unit 107, which is not the dog that is subject to the Tenant's application. Additionally, by this date the Landlord had been in contact with animal control, and she submits that she was told multiple times that they would not do anything because it related to private property.
22. I prefer the evidence of the Landlord on the basis that the documentary evidence provided by the Tenant indicates this is a separate incident with a different neighbour's dog. I do not accept this was an allegation against unit 105 as it obviously isn't.

January 3, 2024

23. The Tenant submits that they had a conversation in the hallway with Ms. Doyle this date regarding the interaction with the other tenant's dog on December 27th and was told by them that the Tenant could call animal control but that it likely won't help. This allegation is not contained in the Tenant's application and therefore is not considered with respect to remedy. I accept that they spoke with the Landlord's agent on this date about unit 105's dog.

February 4, 2024

24. The Tenant submits that on this date the weather was bad again which required that they use the back ramp to take out their dog. The Tenant's application suggests that the Tenant and their dog were viciously attacked when entering the back ramp and that the attack was recorded on video. The application further states that the Tenant filed a police report and the Landlord was contacted via email.
25. At the hearing we viewed two video recordings. One recording of the Tenant exiting the back door with their dog and the other from a camera located outside the back door at the ramp. While I do see the dog come at the back door and you can see the Tenant pulling back their own dog and steadying themselves, there is no evidence of any vicious attack made by the other tenant's dog. At the hearing, while viewing the footage, the Tenant stated that they had to yank their dog back and use their leg to shut the door to prevent being bitten or scratched. While I accept that the Tenant was fearful on this date being surprised by the other tenant's dog on the ramp, I do not find any vicious attack happened on this date and find the Tenants application submissions misleading and exaggerated on this point. Additionally, the video evidence supports that the incident took place on February 3, 2024 at 11:35pm and they emailed the Landlord at 2:13am on February 4th.
26. Given that this is the only allegation that the Tenant and their dog were "viciously attacked" on this date, I do not draw any negative inference from the date difference here and accept the incident happened on February 3, 2024 with the dog from unit 105 and that access to the ramp was effectively blocked regarding this incident.

February 15, 2024

27. The Tenant submits that on this date the tenant's dog in unit 105 was loose and off their leash and they reported this to the Landlord's agent on this date. They also contacted animal control and were told by them that the Landlord's agent had made no inquiry with them about the dog. The Tenant submits that the Landlord's ongoing statements regarding contacting animal control are a complete fallacy in this regard and that this supports a finding with respect to the substantial interference of the Tenant's reasonable enjoyment for not doing anything about the dog and then lying about stating they were.
28. The Landlord's agent testified that she did in fact have conversations with animal control on several occasions after receiving complaints about the dog and were told by them that they could not do anything because they are on private property.
29. Again, neither of the parties had any person from animal control attend the hearing to confirm whether or not there were or weren't any inquiries made by the Landlord between April 1, 2023 and February 5, 2024 despite their opportunity to do so.
30. The standard of proof in proceedings before this Board is "proof on a balance of probabilities." By that standard, the party bearing the burden of proof must show with evidence that, "more likely than not", their assertions are true. Where, the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
31. In the case before me, I find both the Tenant's evidence and the Landlord's evidence equally believable regarding their contact with animal control. On this basis I am unable to find that the Landlord substantially interfered with the Tenant's reasonable enjoyment or

obstructed or harassed the Tenant by falsely claiming to contact animal control about the dog.

32. I accept that the tenant in unit 105 moved out on or by June 1, 2024 and that there were no further incidents regarding the dog after this date.
33. Based on the evidence before me, I am not satisfied that the Landlord failed to accommodate the Tenant based on their medical issues to ensure unimpeded access to the ramp at the back of the property. Firstly, because I am not satisfied that the Landlord was made aware of the Tenant's condition prior to April 18, 2024 when the Tenant provided the Landlord with their medical note. The Tenant led no evidence with respect to the Landlord's failure to accommodate them after receiving the medical note and no evidence of any occurrences regarding the other tenant's dog after February 15, 2024 or their loss of use of the ramp.
34. Additionally, none of the evidence provided by the Tenant during the hearing was with respect to notifying the Landlord of any specific accommodation related need. For instance, they led no evidence with respect to what date they told the Landlord that they had any particular need for accommodation. No text, email or other information was provided in this respect.
35. The Tenant submits that on July 12, 2023 the Landlord requested a medical note from them to support giving the tenant notice for the dogs behaviour and the impact on the Tenant's use of the back ramp so they could use it at a hearing. The Tenant did not provide this letter until sometime on or about April 18, 2024 which is approximately nine months later. They stated that they got the letter to support with their filing of their T2 application for full disclosure. The Tenant submits that this was also in support of why they needed to use the back ramp for medical reasons.
36. The Tenant gave no further evidence of any other issues with the other tenant's dog. They submit that by June 1, 2024 that they were able to freely use the back ramp because they found out the tenant in unit 105 had vacated and the dog was no longer there.
37. For the reasons above, while I would agree that the dog interfered with the Tenant, I do not find the interference substantial on the evidence before me. On this basis, the application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

June 26, 2026
Date Issued

Terri van Huisstede
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.