



Order under Section 69  
**Residential Tenancies Act, 2006**

**File Number:** TNL-28749-20

**In the matter of:** P.O. 733, 12275 WOODBINE AVENUE  
GORMLEY ON L0H1G0

**Between:** Nickolas Peter Kladis Landlord

**and**

Joseph (Joe) Magill Tenant

Nickolas Peter Kladis ('NPK' or the 'Landlord') applied for an order to terminate the tenancy and evict Joseph (Joe) Magill ('JM' or the 'Tenant') because the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person. The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date. (L2 application)

This application was heard by videoconference on June 24, 2021.

The Landlord and the Tenant attended the hearing. The Tenant consulted with Tenant Duty Counsel prior to the commencement of the hearing.

**Determinations:**

1. An N7 notice of termination underlying the application was served on the Tenant on September 29, 2020. The notice claimed on certain identified dates, the Tenant's dogs were unleashed and attacked people or their pets on the rental unit property. The Landlord is seeking the termination of the tenancy as the only remedy under the application.
2. The rental unit is situated on the upper level of a lower level commercial building that has a large parking area at the front of the building.
3. In support of the Landlord's application and his testimony, the following exhibits were submitted as evidence:
  - LL#1:- copy of an April 15, 2021 letter from an Edgar Rojo to the Landlord which reports on a June 18, 2020 attack of Mr. Rojo's dog by the Tenant's dogs; and
  - LL#2:- a video clip filmed on September 17, 2020 showing a lady being attacked beside her red truck on the property by two dogs and is bitten; and

- LL#3:- a video clip filmed on September 26, 2020 showing a lady holding a child and being attacked on the property by a black dog – accompanied by an October 1, 2020 letter by that lady confirming she was bitten.
4. The Landlord testified about the three different attacks by the Tenant's dogs on a man's dog (June 18, 2020 – LL#1), on a lady leaving her parked truck on the property (September 17, 2020 – LL#2) and on a lady and her child in front of the building (September 26, 2020 – LL#3). The events were not denied by the Tenant.
  5. In addition, the Landlord testified that there are additional incidents of the Tenant's dogs being unleashed on the property in February, March and April 2021.
  6. The Landlord confirmed that the two ladies who were bitten by the Tenant's dogs (i.e. the larger dog), informed him that they were not going to pursue or sue the Landlord. However, he is very concerned for the liability that might arise from the Tenant's dogs' conduct, and that the next attacked individual may not be so forgiving.
  7. The Tenant testified about the circumstances leading to his dogs getting loose and each of the attacks, and that he was very sorry for what had transpired. He stated that he immediately apologized to the ladies for the attacks and they appeared to be okay. He also stated that he has been keeping his dogs muzzled.
  8. The Landlord stated the dogs are not always muzzled, stating he has photos to evidence this.
  9. The Tenant stated he is agreeable to move out of the rental unit, and provided his personal and employment circumstances to support a request to have 90 days to move out. The Landlord objected to any postponement of a termination date because of risk or liability issues related to the possibility the dogs might attack another person.
  10. Based on the respective submissions and evidence, and on a balance of probabilities, I find the repeated actions of the Tenant's dogs seriously impaired the safety of other persons on the rental unit property.
  11. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to postpone the eviction until September 30, 2021 pursuant to subsection 83(1)(b) of the Act. The postponement of this tenancy's termination relates to the Tenant's request for 90 days of time, and the resulting order will contain conditions to address any repeat dog-attack. I communicated the foregoing to the parties present.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant shall terminate in a final way on September 30, 2021.
2. The Tenant must move out of the rental unit on or before September 30, 2021.
3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.

4. If the Tenant does not pay the Landlord the full amount owing on or before September 25, 2021, the Tenant will start to owe interest. This will be simple interest calculated from September 26, 2021 at 2.00% annually on the balance outstanding.
5. If the unit is not vacated on or before September 30, 2021, then starting October 1, 2021, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
6. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after October 1, 2021. The Sheriff is requested to expedite the enforcement of this order.
7. If the unit is not vacated on or before September 30, 2021, the Tenant shall also pay to the Landlord \$27.95\* per day for compensation for the use of the unit from October 1, 2021, to the date the Tenant moves out of the unit.
8. The Tenant may terminate the tenancy at any time on the condition that the Tenant gives the Landlord written notice by text message or equivalent, at least ten (10) days prior to the date the Tenant intends to vacate the rental unit, and thereby terminate the tenancy.
9. For the duration of the tenancy, the Tenant shall ensure that his dogs will be leashed at all times when outside and that they do not engage in any attacking conduct or behaviour similar to those incidents described in the Form N7 served on the Tenant on September 29, 2020.
10. If the Tenant fails to comply with paragraph 9 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006*, without notice to the Tenant for an order terminating the tenancy and evicting the Tenant. The Landlord must make this application no later than 30 days after the Tenant's breach of paragraph 3 of this order.




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Alex Brkic  
Member, Landlord and Tenant Board

**September 14, 2021**  
**Date Issued**

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on April 1, 2022 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

\* **Daily Compensation**  $\frac{\text{monthly rent} \times 12}{365} = \frac{(\$850.00 \times 12)}{365} = \$27.95$