



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

Citation: Teoh v Hill, 2023 ONLTB 71411

Date: 2023-11-10

File Number: LTB-L-048230-22

In the matter of: 30, 1840 WESTCREEK DR PICKERING
ON L1V6M7

Between: Ginger Teoh Landlord

And

Theresa Hill Tenant

Ginger Teoh (the 'Landlord') applied for an order to terminate the tenancy and evict Theresa Hill (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex;
- 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 and the act or omission occurred in the residential complex.

This application was heard by videoconference on September 6, 2023.

The Landlord and the Tenant attended the hearing.

The Landlord also had two witnesses present, Nick Florio and Shantelle Cromwell.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The Landlord applied for an order to terminate the tenancy and evict 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 and the act or omission occurred in the residential complex. The Landlord served an N7 Notice of Termination on the Tenant on August 23, 2022.
4. The Landlord's application was also based on a N6 notice of termination ("N6 notice") deemed served August 23, 2022. The N6 notice sets out reason #2 for ending the tenancy; that the Tenant has committed an illegal act or is carrying on an illegal business at the residential complex. The Landlord relies on the same allegations as in the N7 notice with respect to incidents of the Tenant's dog biting other tenants in the residential complex.
5. Based on the evidence before me, I am satisfied that the Tenant's dog is unpredictable, has bitten at least one Tenant's child and has seriously impaired and continues to impair the safety of the other Tenants in the residential complex. I say this for the following reasons.
6. The N7 and N6 Notices allege that on April 21, 2021, the Tenant's dog bit another Tenant's daughter between 3:00pm and 4:00pm in the residential complex. The Notice further alleges that on May 18, 2021, on two separate occasions, the dog bit two different young children at approximately 4:30pm and 6:30pm. On the same day, animal services attending the complex and criminally charged the Tenant on all three incidents. Finally the Notice alleges that on October 6, 2021 and June 4, 2022, the Tenant's dog had two further incidents of biting young children in the residential complex.
7. Nick Florio, the Animal Services officer who attended on all five incidents testified that he attended the complex on several occasions to respond to incidents of the dog biting different children in the complex. He testified that he had observed clear bite wounds on the children that were attacked and also observed video surveillance footage of one of the incidents. The animal services officer further testified that he spoke with the Tenant on multiple occasions and provided verbal and written warnings in regards to properly leashing the dog and the biting incidents.
8. The second witness, Shantelle Cornwell ("SC"), who is another resident in the complex, testified that the Tenant's dog bit her child on June 4, 2022. SC stated that the Tenant's dog was off-leash and chased her child while the child was playing with friends outside. The dog then bit her on the buttocks and the child had to attend the hospital to have the wounds treated. SC further testified that since this incident, she has witnessed the dog running around the complex unleashed.
9. The Landlord also provided the following documents to support its position that the Tenant's dog is dangerous and unpredictable:
 - A complaint email dated October 7, 2021 from another Tenant in the complex advising that the Tenant's dog had bitten their child.

- Incident report from Durham Housing detailing on June 24, 2021 outlining an incident of the dog running around off leash and attacking another Tenant's child.
 - By-law records from the city of Pickering outlining each incident of the dog bites.
 - A copy of a lease that the Tenant has signed with a provision regarding pets.
10. The Tenant does not directly admit to all of the incidents alleged in the N6 and N7 but does admit that she plead guilty to the three charges that were laid by animal services despite not seeing the incidents herself, the Tenant states it was possible they occurred. Further, and provided no evidence suggesting that the plea was equivocal or otherwise not voluntary, and that as a result you find as fact that she committed the essential elements of the offences she pleaded guilty to. She also admits that on one occasion, she was moving a mattress from the garage into the house and her dog got out and jumped on a child.
 11. The Tenant further states that she has observed other dogs running around the complex unleashed and that these bites could have been those dogs. The Tenant denied that her dog was ever unleashed but also admitted that at times it could have been possible that the dog was unleashed.
 12. The Tenant stated that she had built a deck in an attempt to prevent the dog from escaping the yard but testified that there was no fence or gate on the deck. The Tenant did not provide any solutions that would prevent the dog from continuing the aggressive behaviour. Further, the Tenant admits that she cannot predict how her dog would behave around other people.
 13. Based on the evidence before me, I am satisfied that the Tenant's dog is a serious impairment to the safety of the other tenants and their families in the complex and I am not satisfied that the Tenant can control her dog's behaviour.
 14. The Tenant's dog has already bitten multiple children and nipped, snapped and lunged at so many other tenants that the Tenant cannot recall every single incident. The Tenant admits that she cannot predict how her dog will behave around various people, children in the complex.
 15. The most concerning aspect of this case is that, despite the Tenant's inability to control her dog, she has intentionally disobeyed the Landlord's explicit instructions to leash her dog while on the property. The Tenant failed to provide the Board with a reasonable explanation as to why she would do this.
 16. Based on the evidence before me, I find that the Tenant has seriously impaired the safety and continues to seriously impair the safety of other persons and the Landlord's application must be granted.
 17. I am also satisfied that based on the evidence before me, the Tenant committed an illegal act in the residential complex and breached subsection 61(1) of the Residential Tenancies Act, 2006 (the 'Act') by failing to leash her dog in common areas of the complex allowing

the dog to roam freely, with the possibility of it attacking others and exhibiting aggressive behaviour towards them in the Tenant's absence as well as attacking other Tenant's or children. The Tenant knew or ought to have known about the consequences of not supervising her dog.

18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
19. There is no last month's rent deposit.
20. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant has lived in the unit for 10 years. The Tenant stated she needed months to move out but could not provide a date or reason for this request.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before November 15, 2023.
2. If the unit is not vacated on or before November 15, 2023, then starting November 16, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. 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 November 16, 2023. The Sheriff is requested to expedite the enforcement of this order.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. If the Tenant does not pay the Landlord the full amount owing on or before November 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from November 16, 2023 at 7.00% annually on the balance outstanding.

November 10, 2023

Date Issued

Colin Elsby

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the

File Number: LTB-L-048230-22

Tenant expires on May 9, 2024 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.