



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

**Citation:** LIUNA NON PROFIT HOUSING CORP v Copeland, 2023 ONLTB 21573

**Date:** 2023-02-22

**File Number:** LTB-L-051455-22

**In the matter of:** 1210, 248 BRITTANY DR  
OTTAWA ON K1K4R2

**Between:** LIUNA NON PROFIT HOUSING CORP Landlord

**And**

Jessica Copeland Tenant

LIUNA NON PROFIT HOUSING CORP (the 'Landlord') applied for an order to terminate the tenancy and evict Jessica Copeland (the 'Tenant') because:

- the Tenant, 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 February 15, 2023.

Only the Landlord's legal representative, Trevor Jaquard, and the Landlord's agent, Muna Khalif, attended the hearing.

As of 9:30 AM, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy.
2. On August 9, 2022, the Landlord gave the Tenant an N5 notice of termination. The notice alleges that the Tenant's dog is not being muzzled when it is in the common areas of the residential complex contrary to an Ottawa by-law order requiring the dog to be muzzled.
3. Munar Khalif testified that the Tenant and the Tenant's son allow the dog to be unmuzzled in the common areas of the residential complex. The dog has bitten other people in the residential complex. Video evidence was submitted to support her testimony.

Correspondence between the Landlord and an Ottawa By-law Enforcement Officer was also submitted confirming there is an order for the dog to be muzzled.

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4. I am satisfied, based on the uncontested evidence noted above, that the Tenant has allowed her dog to be unmuzzled in the common areas of the residential complex contrary to a by-law order requiring the dog to be muzzled.
5. I am also satisfied that this conduct has substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex.
6. Although the Landlord could have requested termination of the tenancy, the Landlord requested that the Board grant the Tenant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall not directly or indirectly allow her dog to leave the rental unit without a muzzle on and shall keep the dog muzzled **at all times** when the dog is elsewhere in the residential complex.
3. If the Tenant fails to comply with the conditions set out in paragraph two 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.
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 March 15, 2023, the Tenant will start to owe interest. This will be simple interest calculated from March 16, 2023 at 5.00% annually on the balance outstanding.

**February 22, 2023**

**Date Issued**

**Richard Ferriss**

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.