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

**Citation:** JDM APARTMENTS INC. v Escobar, 2022 ONLTB 14287
**Date:** 2022-12-21
**File Number:** LTB-L-011405-22



**In the matter of:** 16, 48 LAWTON BLVD
.TORONTO ON M4V1Z5

**Between:**

JDM Apartments Inc. Landlord

**And**

Liliana Lopez Escobar and Van Yang Tenants

JDM Apartments Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Liliana Lopez Escobar and Van Yang (the 'Tenants') because:

- the Tenants have committed an illegal act or have carried out an illegal business in the rental unit; and
- the Tenants have seriously impaired the safety of any person and the act or omission occurred in the residential complex.

This application was heard by videoconference on October 3, 2022.

Only the Landlord attended the hearing and was represented by David Ciobotaru.

The Tenants were not in the Zoom meeting when the application was called to be heard. I proceeded to hear the application without the Tenants.

On October 4, 2022, Dr Escobar sent an e-mail to the Board indicating that the Tenants had difficulty logging into the Zoom hearing on October 3, 2022. On October 17, 2022, Dr Escobar sent another e-mail indicating that the Tenants could not connect to the Zoom hearing on October 3, 2022 and that she was concerned because the Landlord had advised her that the 'probabilities are 75% in their favour'. The Landlord may have been somewhat overly optimistic.
After reviewing this order, the Tenants can determine whether they wish to ask that the order be reviewed based on their inability to log into the Zoom hearing on October 3, 2022.

On October 3, 2022, I heard evidence from the Landlord's representative, Stephen Smith, and Simon Ashley.

In terms of documents, I reviewed the documents and pictures filed by the Landlord. While the Tenants were not present on October 3, 2022, they uploaded a 75-page package of documents identified as 'Tenant's (sic) Disclosure'. I have reviewed the documents in the Tenant Disclosure.

I did not consider the letters the Tenants submitted attesting to the high quality of the services provided by Dr Escobar. While it may be the case that Dr Escobar's clients think very highly of her, that is not relevant to this application.

At the close of the hearing on October 3, 2022, I provided the Landlord with the opportunity to make a post-hearing written submission, which it did. I have read and considered the Landlord's written submission.

The fact that a respondent party does not attend a hearing does not necessarily mean that the applicant party's application will be granted. All that it means, in my view, is that the evidence of the applicant party is unchallenged. The Member must still be satisfied that the evidence entitles the applicant party to the order that is being requested. **[See, for example, *Martin* v. *Hurst*, 2022 ONSC 3877 (CanLII)]** In many—perhaps most—cases where the responding party does not attend the hearing of an application, the Board will be satisfied based on the applicant party's uncontested evidence that it is appropriate to make the order that is being requested. This is not one of those cases.

**Determinations:**

1. On February 17, 2022, the Landlord served an N6 and an N7 notice, both with a termination date of March 11, 2022. This application was filed on February 25, 2022.

2. The Landlord's N6 is based on subsection 61(1) of the *Residential Tenancies Act*, *2006* (the 'Act'), which says

   ***61*** *(1) A landlord may give a tenant notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.*

3. The Landlord's N7 is based on subsection 66(1) of the Act, which says

   ***66*** *(1) A landlord may give a tenant notice of termination of the tenancy if,*

   *(a) an act or omission of the tenant, another occupant of the rental unit or a person permitted in the residential complex by the tenant seriously impairs or has seriously impaired the safety of any person; and*

   *(b) the act or omission occurs in the residential complex.*

4. Both the N6 and the N7 attach schedules detailing the allegations made against the Tenant. That schedule identifies: (a) an incident on February 9, 2022 involving a dog under the care of Dr Escobar biting another resident in the residential complex—Mr. Ashely; and

(b) the fact that the Tenants operate a 'doggy daycare' and dog boarding service out of the rental unit.[1]

5. Based on the Tenant Disclosure and the testimony that I heard, there is no real dispute that: (a) the Tenants operate a dog sitting and boarding business from the rental unit; and (b) on February 9, 2022, one of the dogs that Dr Escobar was looking after that day—a Beagle named 'Milo' (Animal ID No A920285)—bit Mr Ashley.

6. The Tenant Disclosure indicates that Dr Escobar registered with Rover.com as providing dog sitting and boarding services for a fee. The Landlord provided screenshots of Dr Escobar's LinkedIn profile and her profile on Rover.com

7. The description of what happened on February 9, 2022 in the Tenant Disclosure and what Mr Ashley testified happened that day are more-or-less consistent.

8. The Landlord filed a picture of the bite inflicted on Mr Ashely. While the dog broke the skin, it does not appear to have required stitches; at least Mr Ashley did not testify that he needed stitches.[2] Mr Ashley testified that the incident on February 9 2022 upset him, but he was not in any way traumatised by the incident.

9. The Landlord indicated that Mr Ashley had previously been bitten by a dog in Dr Escobar's care. Mr Ashley was asked no questions about this incident when he testified on October 3, 2022. The only evidence I have on this matter is an e-mail included in the documents filed by the Landlord in which Mr Ashley indicated that he did not pursue this matter because he initiated contact with the dog and knew the dog's owner.

**Illegal Act**

10. In terms of the illegal acts that Tenants are alleged to have committed, the Landlord relies on sections 349-5(A) and 349015 of the City of Toronto Municipal Code, and section 5.1 of the *Dog Owner's Liability Act, 2005* (the 'DOLA').

11. The Landlord did not assert on the N6 that the operation by Dr Escobar of a dog sitting and boarding business is in and of itself an illegal act. According to the N6, the illegal acts are: (a) the keeping of more than 3 dogs in the rental unit; and (b) the failure on the part of Dr Escobar to exercise reasonable precautions on February 9, 2022 to prevent the dog from engaging in a dangerous act. I am limited to considering those grounds for terminating the tenancy and evicting the Tenants. **[See 2276761 Ontario Inc. v. Overall, 2018 ONSC 3264 (CanLII)]**

12. The fact that Dr Escobar was not charged under the Municipal Code or the DOLA is not determinative as to whether an illegal act was committed. **[Act s. 75]** I am required to

[1] I note that the schedule to the N6 refers to the Tenants using the rental unit in a manner that is inconsistent with its uses as residential premises, but that box is not 'ticked' on the N7. Only a ground of eviction in a notice can form the basis of an order terminating a tenancy and evicting the tenant: See *2276761 Ontario Inc.* v. *Overall*, 2018 ONSC 3264 (CanLII).

[2] I would describe the allegations on the N6 and the N7 concerning the extent of Mr Ashley's injuries as an exaggeration.

consider each of the 'illegal acts' the Landlord asserts were committed by the Tenants and determine whether the Landlord has established on the balance of the probabilities that the Tenants committed that illegal act

**Sections 349-5(A) and 349-15**

13. Sections 349-5(A) and 15 of the Municipal Code say:

***§ 349-5. Number of cats and dogs restricted.***

*A. No person shall keep more than three dogs in and about any dwelling unit within the City, except that any person who, on the date of the passage of this chapter, was lawfully keeping more than three dogs may keep those dogs until they have died or are otherwise disposed of.*

***§ 349-15. Dogs that have bitten, attacked or pose a menace.***

*A. Every owner of a dog shall exercise reasonable precautions to prevent the dog from engaging in a dangerous act.*

*B. Where the Executive Director has reason to believe that a dog has engaged in a dangerous act against a person or domestic animal, an officer may:*

*(1) Where the dangerous act is the first on record with the City, serve the owner of the dog with a written warning.*

*(2) Despite Subsection B(1), if it is the officer's opinion that the dangerous act is severe, determine the dog to be a dangerous dog and serve the owner of the dog with an order to comply with the requirements for owners of a dangerous dog under § 349-15.1.*

*(3) Where the dangerous act is the second or subsequent dangerous act on record with the City, determine the dog to be a dangerous dog and serve the owner of the dog with an order to comply with the requirements for owners of a dangerous dog under § 349-15.1*

***Section 349-15***

14. For this hearing, I am prepared to accept that a person could be charged for failing to take reasonable precautions to prevent a dog from engaging in a dangerous act such as biting someone. I cannot conclude that the Landlord has established that Dr Escobar failed to exercise reasonable precautions on February 9, 2022 to prevent Milo from biting Mr Ashley.

15. I do not want to minimise the seriousness of a dog biting a person, but the Landlord has put forward no evidence upon which I could reasonably find that Dr Escobar failed to take reasonable precautions to prevent Milo from biting Mr Ashley on February 9, 2022. The documents produced by the Tenants include an Incident Report from Toronto Animal Services—Activity No A22-003362. In that Report, the Animal Services Officer indicates that: (a) Milo had never bitten anyone before February 9, 2022; (b) Milo was on a leash;

and (c) Dr Escobar was making efforts to control Milo when Mr Ashley was bitten. I also note that Mr Ashley attempted to move past a dog he knew was in a state of agitation that Dr Escobar was trying to settle.

16. While I am aware, as noted above, that the fact that Dr Escobar has not been charged or convicted is not fatal to the Landlord's application, the Animal Services Officer who investigated the incident on February 9, 2022 did not charge Dr Escobar for contravening section 349-15(A) and that, in my view, supports a finding that Dr Escobar did take reasonable precautions to prevent Milo from biting Mr Ashley.

***Section 349-5(A)***

17. The Municipal Code defines the term 'keep' as 'to have temporary or permanent control or possession of an animal' **[Municipal Code, s. 349]** I am satisfied based on the evidence that it is more likely than not that Dr Escobar has, in the course of operating her dog sitting and boarding business, kept more than 3 dogs at a time[3] and has, as a result, contravened Section 349-5(A) of the Municipal Code.

18. Dr Escobar indicates in the statement included in the Tenant Disclosure that she does not believe that she is carrying on an illegal business because Rover.com is not an illegal business. I do not take the Landlord as asserting that Rover.com itself is an illegal business, but that by looking after more than 3 dogs at any one time the Tenants has committed an illegal act in the sense that that have contravened Municipal Code 249-5(A).

19. Dr Escobar also asserted in her statement that Rover.com allowed her to indicate that she was prepared to dog sit or board more than 3 dogs at any one time. It is not relevant how many dogs Rover.com allows an individual who lives in the City of Toronto to indicate that they will keep at any given time. Individuals who register with Rover.com—the Tenants in this case—must know and comply with any applicable municipal by-laws.

20. The fact that I have found that it is more likely than not that Tenants have violated section 349-5(A) of the Municipal Code is not, however, the end of the inquiry under section 61 of the Act.

21. Not every contravention of legislation or a municipal by-law is sufficient to warrant the termination of a tenancy and the eviction of the tenant. In order to justify an order under section 69 terminating a tenancy and evicting the tenant, the contravention must be 'serious'. What that means is that the 'offence' the tenant is alleged to have committed must have the potential to affect the character of the residential complex or to disturb the reasonable enjoyment of the landlord or other tenants. **[*Samuel Property Management Ltd.* v. *Nicholson*, 2002 CanLII 45065 (ON CA)]**

22. The types of illegal acts that the Board deals with are often more severe than the violation of a municipal by-law restricting the number of animals a tenant may keep.[4] I am, however, prepared to accept that a tenant keeping more than 3 dogs in the rental unit at

[3] There are pictures in the documents filed by the Landlord of more than 3 dogs together in the rental unit.
[4] In *2276761 Ontario Inc.* v. *Overall*, 2018 ONSC 3264 (CanLII), for example, the situation involved more cats than were permitted by the applicable by-law, but the tenancy was terminated based primarily on the fact that they resulted in a serious impairment to safety.

any given time in contravention of section 349-5(A) of the Municipal Code has the **potential** to disturb the reasonable enjoyment of the landlord and other residents in the residential complex. An excessive number of dogs in a rental unit has, for example, the potential to be noisy and disruptive to other residents, and to result in damage to the unit. I appreciate that is no evidence that the fact that Dr Escobar has kept more than 3 dogs at any given time has actually disturbed other residents, but that is not conclusive.

23. I considered the letter submitted by Fiona Turton, who is a former resident of the residential complex and a friend of the Tenants, to the effect that she was not aware of any issues with the Tenants' business and the dogs that Dr Escobar looked after were quiet and did not cause problems. **[Tenant Disclosure, Tab 5]** I do not accept Ms Turton's statement as a former resident to be determinative of the issue as to whether operating a dog sitting or boarding service has the potential to disturb the reasonable enjoyment of the residential complex by other tenants.

**Section 5.1 of DOLA**

24. Section 5.1 of the DOLA says,

***5.1*** *The owner of a dog shall exercise reasonable precautions to prevent it from,*

*(a) biting or attacking a person or domestic animal; or*

*(b) behaving in a manner that poses a menace to the safety of persons or domestic animals.*

25. I accept that for the purposes of the DOLA an 'owner' can include a person who operates a 'doggy daycare' and who, as a result, has physical possession and control of a dog. **[DOLA, s. 1(1) 'owner'. See also *Wilk* v *Arbour*, 2017 ONCA 21 (CanLII)]** In *CEL-78416-18 (Re)* **[2018 CanLII 141535 (ON LTB)]** the Board found that a tenant was an owner in circumstances where the owner of the dog was a guest of the tenant.

26. I also accept that contravention of section 5.1 of the DOLA can result in the owner of a dog being charged with an offence. **[DOLA, s. 18(1). See also *R.* v. *Huggins*, 2007 ONCJ 306 (CanLII)]** In *CEL-78416-18 (Re)* **[2018 CanLII 141535 (ON LTB)]** the Board found that a contravention of section 5.1 of the DOLA could constitute an 'illegal act' for the purposes of section 61 of the Act.

27. For me to find that an illegal act was committed based on a violation of section 5.1 of the DOLA, I would have to be satisfied on the balance of probabilities that Dr Escobar failed to exercise reasonable precautions to prevent Milo from biting Mr Ashley. For the reasons described above in paragraph 15, I am not.

**Serious Impairment of Safety**

28. On the N7, the Landlord asserts that: (a) the operation of the Tenants' business—the presence of dogs—has 'increased the risk of safety concerns with dogs in [the Tenants'] care and their exposure to other residents'; and (b) concerning the incident on February 9, 2022 involved: (i) Dr Escobar failed to keep control of Milo; (ii) Dr Escobar failed to ensure Milo was 'behaving accordingly'; (iii) Dr Escobar failed to take all necessary precautions to

ensure the safety of the Landlord and other residents of the residential complex; and (iv) Dr Escobar was 'willfully negligent to ensure Milo's behaviour seriously impaired the safety of Mr Ashely.[5]

29. The Landlord's application under section 66 is based on the presence of dogs in the rental unit and the behaviour of Milo on February 9, 2022. As a result, section 76 of the Act is triggered. This section says:

> ***76*** *(1) If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex,* ***the Board shall not make an order terminating the tenancy and evicting the tenant*** *without being satisfied that the tenant is keeping an animal and that,*
>
> *(a) subject to subsection (2), the past behaviour of an animal of that species has substantially interfered with the reasonable enjoyment of the residential complex for all usual purposes by the landlord or other tenants;*
>
> *(b) subject to subsection (3), the presence of an animal of that species has caused the landlord or another tenant to suffer a serious allergic reaction; or*
>
> *(c) the presence of an animal of that species or breed is inherently dangerous to the safety of the landlord or the other tenants.*
>
> *(2) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (a) if it is satisfied that the animal kept by the tenant did not cause or contribute to the substantial interference.*
>
> *(3) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (b) if it is satisfied that the animal kept by the tenant did not cause or contribute to the allergic reaction.* (emphasis added)

30. Section 76 is applicable in circumstances where a landlord bases an application under sections 64, 65 or 66 on the presence of more than a single animal. **[See Legislation Act, 2006, s. 67]**

31. There is no serious dispute that the Tenants were "keeping" animals—the dogs Dr Escobar took into her care. I am, however, prohibited from making an order terminating the tenancy and evicting the Tenants unless I am also satisfied based on the evidence produced by the Landlord that at least one of the facts identified in subsection 76(1) is established.[6]

32. The Landlord did not provide me with any evidence concerning Milo's breed or the breed(s) of dog(s) that Dr Escobar takes into her care, the presence of which is the subject

[5] I am not going to address subsection 43(2) of the Act and the requirements *Metro Capital Management Inc. (Re)*, [2002] OJ No 5931 (Div Ct) since the incident upon which the notices are based is clearly identified by date and time, but the drafting of the schedules could, in retrospect, have been a bit clearer.

[6] While no specific breed of dog is referenced in section 76, the provision appears to be aimed at what are often described as Pit Bulls.

of the Landlord's allegations on the N7. However, as noted above, there is information if the file that indicates that Milo is a Beagle and the pictures filed by the Landlord show a, for lack of a better expression, menagerie, of small to mid-sized dogs, except one larger dog that appears to be some sort of a Labrador mix.

33. There was no evidence from the Landlord upon which I could reasonably find that:

    *(a)* the past behaviour of dogs has substantially interfered with the reasonable enjoyment of the residential complex[7];

    *(b)* the presence of dogs has caused the Landlord or another tenant in the residential complex to suffer a serious allergic reaction; or

    *(c)* the presence: (i) dogs, (ii) Beagles; or (iii) any other breed of dog that Dr Escobar takes into her care, is inherently dangerous to the safety of the Landlord or the other tenants in the complex.

34. The Landlord has also failed, in my view, to establish on the balance of probabilities that: the matters identified on the N7 threaten the well-being or physical integrity of another person to such a degree that termination of the tenancy is reasonable to ensure the safety of others. **[See 1711805 Ontario Inc. v White, 2021 CanLII 124095 (ON LTB)]**

35. The Landlord referred me to *SOL-67514-16* **[2016 CanLII 44559 (ON LTB)]**. In that case, the Member did not expressly consider section 76 of the Act and the facts are very distinct from this case. SOL-67514-16 involved an off-leash bulldog that attacked and seriously injured a service dog. The dog had previously bitten a child and there was evidence that children in the residential complex were afraid of the dog.

**Application of Section 83—Relief from Eviction**

36. Having found that the Landlord has established grounds to terminate the tenancy and evict the Tenant—contravening Section 349-5(A) of the Municipal Code—I must now consider all of the disclosed circumstances as required by subsection 83(2) of the Act to and determine whether I will exercise discretion under subsections 83(1) or 204(1).

37. The Tenants have lived in the rental unit for 15 years. There is no evidence that, aside from the incident referenced on the N6 and N7 notices and the other incident involving Mr Ashley, there have been any issues with the tenancy.

38. I have considered the correspondence from Dr Escobar's health care provider **[Tenant Disclosure Tab 3]** that: (a) Dr Escobar has 'several chronic and recurrent mental health diagnoses'; (b) Dr Escobar began dog-sitting as a way to follow her medical treatment advice; and (c) dog-sitting allows Dr Escobar to have a regular part-time schedule, get out of the house and engage in physical exercise through a meaningful and enjoyable activity.

[7] There is a distinction between a finding that the presence of more than 3 dogs in a rental unit in contravention of a municipal by-law has the potential to disturb the reasonable enjoyment of other residents and a finding that the past behavior of dogs generally has substantially interfered with the reasonable enjoyment of the residential complex.

39. It does not escape me that the Tenants are paying substantially below market rent. While I do not attribute any ulterior motives to the Landlord's request for an order evicting the Tenants, I do note that it would be difficult for the Tenants to find comparable accommodations at the rent they are currently paying. In my view, that is among the factors that the Board should consider when being asked to make an order evicting a tenant.

40. I also considered the Landlord's assertions concerning the impact that the Tenants' business might have on the reasonable enjoyment of the residential complex by other residents and the concern about the risks associated with having dogs in the residential complex—the chance they might bite.

41. Based on my consideration of all of the circumstances, including those specifically identified above, I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order under subsection 83(1)(a) and 204(1) of the Act. In my view, the appropriate order is to require that the Tenants comply with section 349-5(A) of the Municipal Code and keep, as that term is defined by the Municipal Code, no more than 3 dogs at any given time.[8]

42. Based on my review of the Tenant Disclosure, the Tenants do not object to having to comply with the applicable legislation regarding the number of dogs they can keep or to comply with the Municipal Code. I note that: (a) Dr Escobar indicates that she was 'misled' by Rover.com as to how many dogs she could keep at any given time; and (b) the letter from Dr Escobar's healthcare provider indicates that Dr Escobar was not aware that 'her lease did not allow for the number of dogs she was caring for'.

43. I wish to be clear that my order relates to—and can only relate to —what the Tenants can do in the rental unit and the residential complex. If the Tenants choose to walk more than 3 dogs at one time outside the residential complex, that is an issue between the Tenants and the City of Toronto.

**Section 78**

44. I have considered whether to make my order subject to section 78 of the Act and have determined that, in the circumstances, that is not appropriate.

45. Section 78 says, in part:

> ***78*** *(1) A landlord may, without notice to the tenant, apply to the Board for an order terminating a tenancy or evicting the tenant if the following criteria are satisfied:*
>
> *1. The landlord previously applied to the Board for an order terminating the tenancy or evicting the tenant.*

[8] I am limiting my order to address the specific illegal act that I have found has been established. There is no need for me to require that Dr Escobar exercise reasonable precautions to prevent dogs she is keeping from, (a) biting or attacking a person or domestic animal; or (b) behaving in a manner that poses a menace to the safety of persons or domestic animals, because there Landlord has not established that she is not doing that already.

*2. A settlement agreed to under section 194 or order made with respect to the previous application,*

*i. imposed conditions on the tenant that, if not met by the tenant, would give rise to the same grounds for terminating the tenancy as were claimed in the previous application, and*

*ii. provided that the landlord could apply under this section if the tenant did not meet one or more of the conditions described in subparagraph i.*

*3. The tenant has not met one or more of the conditions described in subparagraph 2 i.*

46. This is not an appropriate case to allow a landlord to apply without notice for an order evicting a tenant. Given the circumstances and the nature of the condition that I have imposed, I believe that it is appropriate to require that, if in the future it asserts that the Tenants have not met the conditions that I have set, the Landlord apply to the Board for an order terminating the tenancy and evicting the Tenants on notice to the Tenants. I am not satisfied that, in these circumstances, it would be appropriate for the Board to make an order terminating the tenancy and evicting the Tenants based on only affidavit evidence without the Tenants having an opportunity to respond.

47. While section 78 certainly has a place to play in ensuring that the processes before the Board are expeditious, I note that in *Ford* v. *University of Ottawa* **[2022 ONSC 6828 (CanLII)]** the Divisional Court commented that:

*The degree of procedural fairness required for an administrative decision varies depending on the context. The reviewing court should consider factors such as the importance of the decision to the person affected…*

*… where serious issues of credibility are engaged in the process, and the outcome is particularly significant to the person involved, procedural fairness will likely require an oral hearing... (citations omitted)*

48. In my view, where a tenant's housing is at risk, the requirements of procedural fairness dictate that, in all but the clearest of cases, the tenant have a fair opportunity to know and respond to the landlord's assertions before an order is made by the Board evicting the tenant.

49. I acknowledge that subsection 78(9) allows a tenant to move after the fact to set aside an order made by the Board under section 78. However, in the context of an allegation that the tenant has failed to meet a condition imposed by the Board, the process of seeking to set aside an order made under section 78 often does not, in my view, result in the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and be heard on the matter as required by section 183 of the Act.

**Impact on Other Residents**

50. In the course of providing his evidence, Mr Smith made assertions concerning the impact of the Tenants' dog sitting and boarding business on the reasonable enjoyment of the

residential complex by the Landlord and other residents. This is not an application under section 64 of the Act. I am not making any finding that the operation by the Tenants of a dog sitting or boarding business, even where it involves the tenant keeping only 3 dogs at any given time, **does not** constitute a substantial interference with the reasonable enjoyment of the residential complex by the landlord or other residents. Any impact the Tenants' business might have on the reasonable enjoyment of the Landlord or other residents is not a relevant consideration, except under section 83.

51. The Landlord also asserted that it was obliged to take steps to address the Tenants' actions based on the impact on other residents of the complex and, without naming the case, referred to *Hassan* v. *Niagara Housing Authority* **[[2000] O.J. No. 5650 (Div Ct)]**. Hassan stands for the proposition that a landlord must take reasonable steps to address actions by a resident that substantially interfere with the reasonable enjoyment of the residential complex by another resident. It has no application to the facts of this case.

**Filing Fee**

52. While the Landlord may have been technically successful on this application, I am not directing that the Tenants pay the filing fee that the Landlord paid. The main objective for the Tenants appears to have been to preserve the tenancy and they have achieved that objective.

**It is ordered that:**

1. The Tenants shall not keep, as that term is defined in the Municipal Code, more than 3 dogs in the rental unit or the residential complex at any given time.

**December 21, 2022**
**Date Issued**

E. Patrick Shea
Vice Chair, Landlord and Tenant Board

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