



Order under Section 31 Residential Tenancies Act, 2006

Citation: Daneluk v Skyline Living, 2026 ONLTB 1731

Date: 2026-01-08

File Number: LTB-T-043608-23

In the matter of: 111, 2760 5th Avenue West
OWEN SOUND Ontario N4K 5X6

Between: Gina Blue Daneluk Tenant

And

Skyline Living Landlord

Gina Blue Daneluk (the 'Tenant') applied for an order determining that Skyline Living (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 December 3, 2025.

The Tenant Gina Daneluk and the Landlord's representative Susan Kiekens licensed paralegal attended the hearing.

Preliminary Issues:

Tenant's Adjournment Request – Lack of Time to Seek Legal Representation

1. As a preliminary matter, the Tenant requested an adjournment of the proceedings citing a lack of time to prepare for the hearing and retain new legal representation, claiming her previous representative, Mr. Hedden, no longer returned her phone calls from October 2025 up until the date of the hearing. The Tenant submitted that after a short period of unresponsiveness from her previous representative, she contacted the Law Society of Ontario ("LSO") and was informed by email in early October 2025 that Mr. Hedden was no longer licensed by the LSO. The Tenant further claimed the Tenant had not received the Notice of Hearing until late September 2025. Taking in submissions from both parties at this hearing, I determined the adjournment was not to be granted. My reasons for denying this adjournment are as follows.

2. The Landlord's representative did not take a position on the adjournment request but submitted the Landlord was prepared to proceed, and the matter was previously adjourned on June 18, 2024 while the Tenant was represented.
3. Section 183 of the *Residential Tenancies Act, 2006* (the 'Act') states that the Board shall adopt 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.
4. I find that the Tenant received adequate notice of the hearing and had a reasonable opportunity to obtain legal representation, including being represented on this matter from June 2023 until early October 2025. Further, I find the Tenant did not make any attempts to advise the Landlord or the Landlord's representative that the Tenant intended to request an adjournment in advance of the date of the hearing. While Section 10 of the *Statutory Powers Procedures Act* (1990) provides there is a right to representation, this right is not absolute; the responsibility rests with the party to obtain such representation. In this case, the Tenant was previously represented, and the matter was previously adjourned on June 18, 2024. Both sides were present at the hearing, and I am therefore satisfied that the Tenant had an adequate opportunity to know the issues and be heard on the matter.

Particulars of Tenant's Application

5. The Landlord's representative submitted that the Tenant's application contained insufficient particulars, including a lack of specificity of the cause of action as well as the dates and times of the alleged incidents; such that, the Tenant's application should be dismissed.
6. The Tenant denied that were insufficient particulars and instead submitted there was a lengthy description of the events in the application, including dates when the incidents began. Further, the facts are well known to the Landlord as the Landlord had an opportunity to submit evidence in reply to the application. The Tenant further testified she has arthritis and while her printing in the application may be difficult to read in some areas, her writing does not take away from the seriousness of the allegations in the application.
7. I denied the Landlord's motion to dismiss, and my reasons are as follows. I find that that the application contains significant particulars, including starting dates or date ranges of the alleged substantial interference and harassment claims which are the basis of this application. I also find that the Landlord received adequate notice of the hearing.

Request to Amend

8. I also allowed the Tenant to amend their application. The Tenant requested they amend their application from seeking an order from the Board to compel the tenant from the adjacent unit to refrain from harassing the Tenant, instead, to an order from the Board to compel to Landlord and Landlord's agents to refrain from harassing the Tenant. The Tenant cited that this was a mistake.
9. While the Landlord's representative objected to the amendment as the Tenant did not comply with the Board's Rules of Procedure and that the Landlord would be prejudiced

due to a lack of time to prepare to defend new allegations. The Landlord's representative further objected to the proposed amendment as the Tenant had more than enough time to amend the application and prepare for a hearing which had been before the Board for over a year.

10. With respect to the Tenant's request to amend the application, section 201(1)(f) of *Residential Tenancies Act, 2006* (the 'Act') states:

The Board may, before, during or after a hearing, on its own motion and on notice to the parties, amend an application if the Board considers it appropriate to do so and if amending the application would not be unfair to any party.

11. LTB Rule of Procedure 15 states that an applicant seeking to amend their application shall request this amendment in writing by serving the amended application to all other parties and filing the amended application and a Certificate of Service with the Board.
12. The request to amend the application is then decided at the hearing.
13. However, Rule 15.4 allows the Board to exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party, and is consistent with a fair and expeditious proceeding.
14. In this case I find the amendment is appropriate. I believe the Tenant's testimony that she intended to seek a remedy that the Board order the Landlord and Landlord's agents to refrain from harassing the Tenant as it is consistent with the complaints in the application. I find permitting the Tenant to amend the application at this late stage will not significantly prejudice the Landlord as the Landlord has an opportunity to make submissions on why this particular remedy is not fair and reasonable. While the Tenant did not comply with the Board's rules, the amendment is minor.

Determinations:

15. The Tenant lives in a 3-bedroom unit within a multi-residential complex. The unit has a patio.
16. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities related to substantial interference or harassment. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant. Therefore, the application is dismissed.

Substantial Interference and Harassment

17. In this case, the Tenant alleged the Landlord failed to act on the Tenant's complaints about her neighbour's smoking and this amounted to substantial interference with the Tenant's reasonable enjoyment of the unit and residential complex and that the Landlord's cumulative approach and behaviour around these incidents in addition to not permitting the Tenant to have a barbeque amounted to harassment.

Claim about smoking

18. The Tenant claims that the Landlord failed to respond to the Tenant's complaints about her neighbour in the adjacent unit who regularly smokes inside the residential complex. The Tenant testified cigarette smoke would drift from the neighbouring unit into the subject unit causing harmful impacts on the Tenant's health. The Tenant further testified she complained to the Landlord and Landlord's agent hundreds of times by phone and by email and the Landlord took no action. The Tenant further testified that her health was impacted by the second-hand smoke and as a result developed coughing issues, as well as experienced choking and vomiting.
19. The Landlord's representative submitted that whenever complaints were received from the Tenant about smelling cigarette smoke, the Landlord would investigate. The Landlord's representative further submitted that but for an incident on November 18, 2022 when cigarette smoke was detected and the tenant in unit 112 was subsequently served with a N5 notice; no other signs of smoking were detected.

Analysis

20. Beyond the Tenant's testimony, the Tenant did not provide any concrete evidence that the Landlord or an agent of the Landlord failed to respond to complaints regarding the smell of cigarette smoke. But for an April 25, 2023 incident that was mentioned in the Tenant's testimony, no specific dates and times were provided about the alleged incidents, nor did the Tenant lead any documentary evidence that might support the Tenant's testimony that she complained hundreds of times and received no support from the Landlord. Furthermore, the Tenant failed to provide any documentary evidence that might show the source of the cigarette smoke, or that the cigarette smoke directly impacted the health condition of the Tenant or the Tenant's well being. Therefore, because the Tenant led insufficient evidence, this claim is dismissed.

Claims about Harassment

21. The Tenant alleged the Landlord's agent Lynn Sutter, the onsite supervisor, harassed the Tenant. The Tenant testified in the summer of 2023, Ms. Sutter watched the Tenant when she was gardening, and on an ongoing basis regularly asked the Tenant questions about what she was doing in and around the residential complex and followed up with harassing voicemails requesting more information. The Tenant further testified that Ms. Sutter threatened the Tenant if the Tenant installed a barbeque contrary to the rules of the residential complex.
22. The Tenant further alleged the tenant from unit 112 harassed the Tenant and the Landlord failed to respond to the Tenant's complaints. The Tenant testified in the summer of 2023 the tenant from unit 112 threw dog poop on her patio and would also call her names and laugh at the Tenant when they were outside.
23. The Landlord's representative denied that the Landlord engaged in harassing behaviour and was unaware of harassment issues between the Tenant and other tenants in the residential complex.

Analysis

24. Section 23 of the *Residential Tenancies Act, 2006* (Act) states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
25. Beyond the Tenant's testimony the Tenant did not provide any concrete evidence that the Landlord or an agent of the Landlord uttered threats including no specific dates and times or language was provided about the incidents that occurred in the summer of 2023. The Tenant also did not provide any documentary evidence to support any incident that may have occurred between the Tenant and the Tenant in the adjacent unit including no records that the Tenant reported the incident to the Landlord. No records of the alleged harassing voicemails were submitted into evidence. The Tenant also failed provide any documentary evidence that might show any health or other impacts on the Tenant's well being. Therefore, because the Tenant led insufficient evidence, this claim is dismissed.
26. I have found that all of the above claims/incidents in the T2 Application related to substantial interference and harassment do not constitute individual breaches of *the Act*. I also find that these incidents do not cumulatively represent substantial interference with the reasonable enjoyment of the rental unit or residential complex or amount to harassment, obstruction, coercion, threats or interference with the Tenant by the Landlord or Landlords agent. As the Tenant failed to meet their burden, their claim is dismissed.

It is ordered that:

1. The Tenant's T2 application is dismissed.

January 8, 2026

Date Issued

Greg Witt

Member, 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.