



Order under Section 31 Residential Tenancies Act, 2006

Citation: Rabu v Off Campus Rez, 2026 ONLTB 2844

Date: 2026-01-09

File Number: LTB-T-049929-23

In the matter of: 1702, #5, 181 LESTER ST
WATERLOO ON N2L0C2

Between: Milena Rabu Tenant

And

Off Campus Rez Landlord

Milena Rabu (the 'Tenant') applied for an order determining that Off Campus Rez (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.

This application was heard by videoconference on September 17, 2025.

The Landlord's agent, C. Mara, the Landlord's legal representative, F. Gomez, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The Tenant alleges that the Landlord substantially interfered with her reasonable enjoyment of the rental unit and the residential complex by a) failing to act with respect to nightly noise, b) by failing to take action with respect to a problematic roommate, and c) refusing to permit the Tenant to sublet her unit in the summer of 2023.
3. The Tenant was a biochemistry student living in student housing. She moved into an apartment with four other tenants. She shared a kitchen and common areas with the other tenants in the apartment, and she had her own bedroom and bathroom. The Tenant moved into her unit in September 2021. She attended a coop programme, and she arranged authorized sublets from January 2022 to May 2022, and September 2022 through April 2023.

4. The Tenant said that she was already living elsewhere in May 2023, but the Landlord did not permit her to sublet until the end of her lease on August 31, 2023.

Excessive Noise:

5. The Tenant said that her unit was on the 17th floor of the building, and she was right below a games room on the 18th floor. She said that she could hear yelling, talking, stomping and it disrupted her sleep on most nights. She said that she informed the Landlord about the noise when she first moved in, September 2021. She submitted into evidence an email to “myREZ” dated September 19, 2021, complaining about noise “often until 3 a.m.” She mentions in the email that she has already informed the “front desk” a few days previously, but nothing has changed.
6. The Tenant said that she does not believe she received a written response at first, but she reminded the front desk about the complaint on many occasions. She said that the games room was supposed to be locked by 11 p.m. each night. The Tenant also referred to a message from the Landlord’s agent, C. Mara (CM), dated December 17, 2021. In that message, CM is responding to an email of the Tenant dated December 16, 2021, in which she repeats her complaint about the games room. CM’s response is “I am so sorry about this. I will make sure this isn’t an issue going forward and ensure it is locked by 11.”
7. The Tenant said she sent many emails about this issue. She submitted into evidence an email sent on May 1, 2022 about the games room noise, and another one dated June 2, 2022. She said that the only response from the Landlord was that they could not ensure a security guard was there every night, but they were working on getting a specialized electronic lock. The Tenant submitted into evidence an email dated June 2, 2022, from B. Merkel, saying “We are working on getting an electronic lock installed to only grant access to the games room at certain time. As it is, we do not have staff on site at 11:00 pm to lock it manually every day...We are working on solutions for the issue and will hopefully have something in place in the near future.” The Tenant followed up to ask for a timeline of installation, and the Landlord replied that they “do not have a firm date for the lock installation”.
8. The Tenant said nothing changed. She said that her sleep was disturbed, and she had to see a doctor. She submitted into evidence a Verification of Illness Form that affirmed that the Tenant was incapacitated and unable to attend classes between June 27, 2022 and July 1, 2022. The symptoms ticked were lack of concentration, pain and “other”. The box for “drowsiness” and the box for “insomnia” were not ticked. The Tenant said that the doctor’s visit was because of her lack of sleep due to the games room issue, and the issues with her roommate.
9. The Tenant said that there was excessive noise almost every night and she would lose sleep on five out of seven nights.

Problematic Roommate:

10. The Tenant said that after moving in, she began to notice a particular issue with one of her roommates by December 2021. She said that her roommate brought a pet into the unit without asking permission of the others. The Tenant said that it was a big, old, service dog that peed everywhere in the apartment, and the roommate did not clean up after it. She said that her roommate rarely took the dog out of the unit for a walk. She submitted into evidence a note to all the tenants of her unit, dated February 1, 2022, in which they were informed that it was brought to the attention of the management that one of the residents with a dog “is not picking up after the dog when it is being taken out front of the building. You cannot leave dogs feces on the property, it is your responsibility to clean up after your pet.”
11. The Tenant said that she also noted that the roommate was creating unsanitary conditions in the unit by smearing egg yolk or failing to handle raw meat appropriately. She said that the behaviour stopped her from feeling safe in the kitchen, and she stopped using it. She also said that the roommate would smoke cannabis and cigarettes with her guests indoors at least two or three times per week, and she was loud with her guests.
12. The Tenant submitted into evidence a complaint to CM dated May 1, 2022 about the roommate. In the complaint she mentions the unsanitary mess and the noise. She submitted into evidence a response from CM, dated May 2, 2022, in which CM responds to a complaint about a roommate, saying “Unfortunately there is not a whole lot we can do as there isn’t anything she is doing that can result in an eviction. The building is full so there would be nowhere to move the 3 of you. Also, you didn’t provide the name of the resident for me to be able to reach out to them.” The Tenant said that the roommate’s behaviour continued through July to August 2022, so the Tenant decided to leave and go elsewhere by the beginning of 2023. The Tenant sublet between September 2022 and April 2023.
13. The Tenant also submitted into evidence an email dated July 16, 2022, in which she and two of her roommates wrote to OffCampusRez to complain about “our roommate Rue in room 3” about smoking weed and cigarettes in her room and other problematic behaviour. She also submitted a follow-up email dated July 17, 2022, in which the Tenant’s other roommate tells OffCampusRez that “We had a chat with Rue and she agreed that it will not happen again. For now, please disregard the earlier email...”
14. The Tenant seeks a 25% rent abatement for July through August 2022, when her rent was \$820.00 per month. She did not pay rent from September 2022 through April 2023. She said that it was the noise and problems with the roommate that made her decide to leave the unit and rent elsewhere.
15. The Tenant seeks a rent differential of \$300.00 per month. Her new unit was \$2,440.00 per month for a two bedroom unit she shared with a roommate from January 1, 2023. She said that she paid rent of \$920.00 per month for her old unit, which remained empty from May 2023 through August 31, 2023 because the Landlord refused her suggested sublet. She also submits that she found somewhere else to live because of all the issues and the lack of response from the Landlord.
16. The Tenant seeks general compensation of \$100.00 per month for her pain a suffering. She said that she was unable to sleep because of the noise and the roommate’s behaviour

and second hand smoke. She said that during this period she received her lowest grades ever. She submitted into evidence an email dated June 21, 2022, in which she asks for accommodation to miss a lab because of excessive noise and lack of sleep and tells her instructor that she is “purely exhausted.”

Landlord's Evidence:

17. CM said that after she received the first email from the Tenant about the games room noise she spoke to the building manager and they said they sent security to lock the games room by 11 p.m. She said that she never heard further about the problem. She also said that no other tenant complained about the games room besides this Tenant. CM said that she believes an electronic door lock was eventually installed, but she could not remember the date.
18. CM said that there was nothing the Landlord could do about the roommate because the Tenant did not reveal the name of the person. She pointed to the line in her email of May 2, 2022, in which she said “...you didn’t provide the name of the resident for me to be able to reach out to them.” CM said that the Landlord did not receive further complaint about the roommate. She said that the letter dated July 16, 2022, is the first complaint the Landlord received about “Rue” and smoking.
19. CM said that the Tenant informed the Landlord that she was terminating the lease by August 25, 2023, and then she proposed a subtenant for the period from May 2023 to August 2023, but the Landlord rejected that proposed subtenant as inappropriate. She also submitted into evidence a letter from the Tenant to CM dated May 16, 2023, in which the Tenant said that she should be able to immediately terminate her lease because of the ongoing issues that the Landlord failed to address. She writes in the message that she is unable to find a sublet because of the “unsanitary conditions of the suite, which are in no way my fault.” It is undisputed that the Tenant sent an N9 notice to the Landlord to terminate the tenancy on August 25, 2023.

Reasons and Analysis:

20. Subsection 29(1)3 of the Residential Tenancies Act, 2006 (the ‘Act’) provides that a Tenant or former Tenant may apply to the Board for an order determining that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex for all usual purposes by the tenant or a member of their household.

Problematic Roommate:

21. For this issue, in order to prove this allegation, the Tenant was obliged to prove, on a balance of probabilities, that the Landlord, once informed about the problematic roommate, did not act in a timely, appropriate or effective manner to address the complaint.
22. All the written, and testimonial evidence shows that the Tenant first complained about her roommate in May 2022. In the email sent by the Tenant, and also supported by the Landlord’s response, the Tenant did not name the problematic roommate to whom she was referring. The Landlord responded that “there isn’t anything she is doing that can

result in eviction.....Also, you didn't provide the name of the resident for me to be able to reach out to them."

23. The Tenant pointed to sections of the Act that show that it was not true that the Landlord was unable to evict for the specific types of complaints lodged by the Tenant. While the Tenant is correct that the Landlord could potentially have, at the very least, served the problematic roommate with an N5 notice of termination for some of the behaviours complained about by the Tenant, the Landlord ultimately was not given sufficient information to know upon whom they should serve the notice. It is true that the Tenant did not name the problematic roommate, so it was, in fact, impossible for the Landlord to reach out to any one or to follow up the complaint. There is also no evidence to show that the Tenant responded quickly to the Landlord's message of May 2, 2022, by providing the Landlord with the name of the Tenant.
24. There is evidence that the Tenant followed up with another complaint in July 2022, and that complaint actually named a problematic roommate named "Rue". While the Landlord would then have had the obligation to follow up the complaint, it is undisputed that the Tenant and other roommates, followed up their July 16, 2022, complaint about Rue the very next day, July 17, 2022, by informing the Landlord that they had a "chat with Rue and she agreed that it will not happen again. For now, please disregard the other email....." After that email, I find that it was unreasonable of the Tenant to expect that the Landlord should take any action against Rue, the problematic roommate.
25. Since the Landlord was unable to follow up in May 2022, and they were specifically told not to follow up in July 2022, I find that the Landlord is not in breach of any obligation to the Tenant for their failure to pursue the complaint against the Tenant's problematic roommate.

Refusal to Permit the Tenant to either Sublet or to end the Tenancy as of May 2023:

26. The Tenant failed to give sufficient evidence about either her requests to sublet, or the Landlord's unreasonable refusal to permit her to sublet, to prove, on a balance of probabilities, that the Landlord unreasonably refused to permit the Tenant to sublet her unit during the summer of 2023.
27. In fact, the documentary evidence shows that the Tenant sent the Landlord an N9 notice to terminate for August 25, 2023, and that is when the Landlord considered the tenancy to have ended. The Landlord expected, and received, rent from the Tenant to that date.
28. There was documentary evidence that the Tenant wrote to the Landlord saying that she wanted her tenancy to end at the end of May 2023, and/or that she believed she was justified in ending her tenancy at that time because of the problems she endured in the unit, but ultimately the Tenant has failed to provide sufficient evidence to prove, on a balance of probabilities, that the Landlord either unreasonably refused a sublet, or that the Tenant was suffering such a substantial interference with her reasonable enjoyment that she was justified in unilaterally terminating her tenancy at the end of May 2023. The only written notice provided to the Landlord ends the tenancy on August 25, 2023.

29. The Tenant has proved her allegation about the Landlord's failure to take action about her noise complaints (see below), and she has justified a rent abatement for the summer of 2023.

Tenant's Noise Complaints:

30. There was evidence of a number of documentary complaints by the Tenant to the Landlord about disturbance and noise continuing into the late hours of the night coming from a games room above her unit. The Landlord replied by December 2021, saying "I am so sorry about this. I will make sure this isn't an issue going forward and ensure it is locked by 11." This may have been what CM was referring to when she said that she ensured that the games room was locked by 11 pm. However, this was not the end of it, and the locking of the room must not have happened, because there are further complaints by the Tenant. This supports the Tenant's testimony that the Landlord never really took action about the noisy games room. There is written evidence from the Landlord themselves, that nothing significant was done by the Landlord as seen in B. Merkel's answer to the Tenant of June 2, 2022. B. Merkel informs the Tenant that they are working on an electronic lock for the door, and also that the Landlord does not have staff on site at 11 pm to lock the door to the games room.
31. The impact of the noise disturbance to the Tenant is further supported by her verification of illness form permitting her to stay out of classes at the end of June 2022. While drowsiness and insomnia were not ticked on the form, I find that the ticked boxes, lack of concentration and pain, are sufficient to support that Tenant's testimony that she suffered ongoing effects from the impact of the nightly noise. It is impossible to know what exactly the Tenant told the doctor, and perhaps the doctor felt those ticked boxes were more significant symptoms to justify a verification of illness. Further, it is undisputed that the Tenant was sufficiently disturbed by many of the issues with her tenancy that she was willing to pay a higher rent for a new unit as of January 2023, even when she was not certain she would be able to get out of her lease at the rental unit for the summer of 2023. While I find that the fact that the Tenant moved by January 2023, does not, *per se*, prove that she has justified a unilateral end to her tenancy. That is, the evidence is insufficient to prove that the only, or primary reason, the Tenant moved is because of the noise. I do find, however, that it is credible that at least one of the reasons that the Tenant moved is because she was suffering a substantial interference with her reasonable enjoyment of the rental unit.
32. Consequently, the Tenant was suffering throughout her entire tenancy as I have determined that she suffered a substantial interference with her reasonable enjoyment of the rental unit as a result of the Landlord's inaction with respect to excessive noise from the games room at night. She first reported this problem at the beginning of her tenancy. However, the Tenant filed her application on June 26, 2023, so she is only entitled to the remedy from June 27, 2022 (one year prior to filing) to August 25, 2023 (the date the Tenant moved out). She was not resident in the rental unit, nor was she paying rent, from September 1, 2022 through April 30, 2023. Thus, she is entitled to a rent abatement for July and August 2022, as well as May through August 2023, or a period of six months.

33. It is before me to determine what is an appropriate rent abatement. The noise disturbance was substantial. The Tenant said that she suffered from sleep deprivation most nights. She said she only obtained one verification of illness because anything more would have affected her standing as a student. Consequently, I find that it is reasonable that there is only one Verification to support the Tenant's suffering as a result of the noise. I find that it is appropriate to award a 20% rent abatement for the period of time in question. In July and August 2022, she was paying \$820.00 for rent. The abatement is $20\% \times 2 \times \$820.00 = \328.00 for this period. In May through August 2023, the Tenant was paying \$920.00 for rent. The abatement for this period is $20\% \times 4 \times \$920.00 = \736.00 . The total abatement is therefore \$1,064.00.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,112.00. This amount represents:
 - \$1,064.00 rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 20, 2026, the Landlord will owe interest. This will be simple interest calculated from January 21, 2026 at 4.00% annually on the balance outstanding.

January 9, 2026
Date Issued

 Nancy Morris
 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.