Order under Section 31
Residential Tenancies Act, 2006

Citation: Orleans v Hurst, 2026 ONLTB 2438
Date: 2026-01-09
File Number: LTB-T-096070-23

In the matter of: 206, 99 HERKIMER STREET
HAMILTON ON L8P2G9

Between: Monroe Orleans — Tenant

And

Q Residential — Landlord

Monroe Orleans (the 'Tenant') applied for an order determining that Daniel Hurst and Q Residential (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 November 25, 2025.

The Landlord's Legal Representative Eric Steiman, the Landlord's Agent Clair Lupinsky and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant alleges that the Landlord has substantially interfered with their reasonable enjoyment of the rental unit or residential complex as follows:
    1. Excessive repairs to the unit
    2. Failure of the Landlord to address noise complaints.

Excessive Repairs to the rental unit

3. At the outset of the hearing the Landlord requested the Tenant's application relating to excessive repairs be dismissed on the grounds of lack of details. Specifically, the Tenant's

application with respect to this issue does not specify times and dates of alleged issues referred to in the application.

4. It was explained to the Tenant at the hearing, to provide a hearing that is procedurally fair, the responding party needs to know the case to be met. The T2 application filled out by the Tenant explicitly ask the Tenant to described alleged events, provide dates and times of the alleged events, and list who was involved in the events leading to the application.

5. I find that the allegations in the Tenants application are vague and lack any context in terms of dates and details. Specifically, the “Explain Your Reasons” section of the application instructs the applicant to describe what happened, the dates and times of each event, who caused the problem and the names and titles of all people involved.

6. The Landlord would have experienced significant prejudice if expected to present a defence against unknown and unspecified allegations.

7. Accordingly, the Tenant’s application relating to excessive repairs is dismissed.

Noise Complaints

8. The Tenant testified that in June a new tenant moved into the building and his dog would start barking around 6:15 am when that tenant left for work until approximately 4:00 pm when the tenant returned.

9. The Tenant testified that this occurred on a daily basis and greatly impacted the Tenant as he mostly worked from home.

10. The Tenant stated that he first mentioned the issue to Daniel Hurst Residential Manager for the Landlord on June 6, 2023 during a conversation and sent an email to Daniel Hurst the following day regarding the issue of the dog barking.

11. The Tenant tendered evidence of emails he had sent to Daniel Hurst regarding the barking dog on June 7, 8, 12, 14 and 15, July 11 and 28 and August 5 and 18.

12. The Tenant testified that he also made complaints to the City of Hamilton Animal Control and completed barking time sheets for August 12th – 17th, Although he admits that these sheets were not provided to the Landlord at the time.

13. The Tenant testified that he felt he had no other option but to leave the unit and vacated the rental unit at the end of November, 2023.

14. The Landlord’s Agent Claire Lupinsky testified that she is the Regional Manager for Q Residential and that her role is to over see property operations and site staff.

15. She testified to notices that the Landlord had sent to the tenant regarding his barking dog on June 7, 14, July 11 and August 3, 2023.

16. She stated that the Landlord also sent an N5 notice of termination to the tenant regarding his barking dog on August 18, 2023 with a termination date of September 23, 2023.

17. The Landlord's Agent testified that the Landlord did not initiate and application based on the N5 as no further complaints came in regarding the dog barking and had assumed that the tenant had rectified the issue and thus voided the N5.

18. The Tenant confirmed that the last complaint he made to the Landlord was August 18, 2023. He stated that he didn't see the point in continuing to complain as it did not appear to be making a difference.

Analysis

19. A landlord's duty to address substantial interference with the reasonable enjoyment of a tenant by another tenant was affirmed by the Divisional Court in *Hassan v. Niagara Housing Authority, [2000] O.J. No. 5650* (hereinafter "*Hassan*"). The Court held, *inter alia*, as follows:

"It is not that the other tenant's actions are imputed to the landlord, but, rather, the landlord's legal responsibility to provide the tenant with quiet enjoyment that gives rise to the responsibility on the landlord to take reasonable steps to correct the intrusion of the neighbouring tenant on the tenant's right to quiet enjoyment."

20. In other words, a landlord has the positive obligation to provide the tenant with quiet enjoyment and take the reasonably necessary action against any tenant that denies a neighbouring tenant quiet enjoyment of his premises.

21. In the present case after receiving complaints from the Tenant regarding another tenants barking dogs the Landlord investigated the complaints and began to issue notices to the tenant of regarding the barking dogs when complaints were received. When the barking did not stop the Landlord issued a notice of termination to the tenant of the barking dogs.

22. I find the actions taken by the Landlord were reasonable given the history of the complaints they had received from the Tenant. In addition the Tenant by his own admission ceased sending complaints to the Landlord after August 18, 2025. As such, the Landlord was unaware the issue had not resolved and did not take any further action after issuing a notice of termination on that date.

23. Therefore, I find that the Landlord has met the obligation set out in *Hassan* and did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

It is ordered that:

1. The Tenant's application is dismissed.

January 9, 2026
Date Issued

_____
Sean Ramage
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.