



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-081378-24

In the matter of: 8, 14 Cartier Court
Brockville ON K6V6S6

Between: Sharon Brown Tenant

And

Sireg Management Inc. Landlord

Sharon Brown (the 'Tenant') applied for an order determining that Sireg Management Inc. (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 24, 2025.

The Landlord's Agent, Aamir Tharik, the Tenant and the Tenant's Supports, Cathy Telgen and Kathy Shipman, attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$2,953.90.

The Landlord Substantially Interfered with the Tenant's Reasonable Enjoyment:

2. The Tenant filed her T2 application on September 27, 2024. She alleged that the Landlord has failed to take reasonable and appropriate steps to address the Tenant's complaints about excessive noise from the upstairs tenant from February 2023 until December 2024, which she alleges has substantially interfered with her reasonable enjoyment of the rental unit.
3. The Tenant testified that she spoke to the property manager, Linda Moore (LM), approximately 3 times between February 2023 and September 2023, and she wrote a formal email of complaint in December 2023 to the head office. The Tenant was made aware that the jurisdictional time limits prohibit a remedy beyond 1 year prior to the date the application was filed with the Board, which means I cannot grant a remedy in relation

to any conduct occurring prior to September 27, 2023. The Tenant understood and wished to proceed.

4. The Tenant testified that her upstairs neighbour moved in around January 2023 and they got a dog in February 2023. This is when all of the ongoing noise issues started. At first the issue was the dog barking constantly when left alone, and when the Tenant spoke to her neighbouring tenant, the neighbour responded by calling her names. Then the upstairs neighbour started banging in the rental unit all night every night. The upstairs tenant would open and shut the balcony door frequently throughout the day and night, it sounded like she would drop her couch and sometimes her frames on the walls would be sideways.
5. The Tenant testified that after writing to the head office, one of the Landlord's employees, Edwin, spoke to her and told her to keep track of the nights the noises were happening. The Tenant provided the information to the Landlord, who subsequently served an N5 notice of termination on the other tenant. The Tenant testified she had called the police on the upstairs tenant 11 times at around 2:00 a.m. or 3:00a.m. as the noise was so bad. The Tenant testified that when she would follow up with the head office, they would tell her they were working on it.
6. The Landlord asked the Tenant if she was aware the upstairs tenant had an autistic child that is responsible for the noise. The Tenant stated she is not aware and does not know whether the excessive noise is caused only by the child.
7. LM testified on behalf of the Landlord. She is the residence manager and first became aware of the noise complaints in 2024. When the Tenant would complain to her, she would pass all the information to head office about what she was told. LM also testified she tried to keep the peace and spoke to the upstairs tenant. LM also testified that she had personally heard the noises in the Tenant's apartment and told the Tenant she would do her best, but it would be hard to take actions as the upstairs tenant has a child with a disability.
8. LM also testified that she is aware that 2 N5 notices were served in 2024, January and June, on the upstairs tenant in relation to the excessive noise. LM stated that the Landlord eventually moved the upstairs tenant into another building in a basement apartment. When asked why the move took so long, LM testified it took awhile for the upstairs tenant to decide what she wanted to do and she agreed to move to a new unit in November 2024.
9. LM testified that the Landlord offered another unit to the Tenant, however the Tenant wanted a unit with the same rent and one in which she could smoke, which was denied by the Landlord. When asked what other steps were taken by the Landlord, LM testified that they had asked the upstairs tenant to buy "puzzle tiles" for their floor to lessen the noise, but understood that they were expensive.
10. The Landlord's Agent testified that they could not proceed on filing an L2 application to terminate the upstairs tenant's tenancy as her child had a disability and the complaints related to issues caused by the disability. He further testified that there were no additional or alternative offers for soundproofing and no actions were taken to address the excessive noise beyond offering the upstairs tenant an alternative rental unit and waiting for one to become available in December 2024.

11. I agree with the following statement in *TNT-93077-17 (Re)*, 2017 CanLII 60310 (ON LTB) regarding a landlord's obligation to respond to complaints about other tenants:

19. Section 22 of the RTA provides that a landlord shall not substantially interfere with a tenants' reasonable enjoyment of their rental unit. It is not sufficient for a landlord to merely refrain from conduct that substantially interferes; landlords have been held to have a positive obligation to take reasonable steps to provide tenants with reasonable enjoyment. The leading case on the issue is *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (Ont. Div. Ct.) [*Hassan*].

12. Based on the evidence before me, I am satisfied on a balance of probabilities that the Tenant experienced excessive noise coming from the neighbouring unit, and that they complained to the Landlord multiple times between September 2023 and December 2024. I am further satisfied that the Landlord did not respond reasonably to the Tenant's complaints, thereby substantially interfering with the Tenant's reasonable enjoyment of the unit. The Tenant testified that the noises were essentially a daily issue, especially at night. The Landlord did not seriously challenge the Tenant's evidence about the frequency, duration, and intensity of the noise disturbances, and focused instead on why they did not take steps to address the noise.
13. Because the Landlord was aware that the excessive noise was linked to a disability, the Landlord had an obligation to accommodate the neighbouring tenant and their child short of undue hardship. However, this does not mean that regardless of the conduct, the Landlord could never proceed with filing an eviction application. I note that the LTB's *Interpretation Guideline 17: Human Rights* discusses several Divisional Court cases in which a landlord has successfully established that they accommodated a tenant's disability, which was linked to conduct that was interfering with other tenants' enjoyment, to the point of undue hardship: see for example, *Canadian Mental Health Association v. Warren*, 2004 CanLII 16439 (Div. Ct.).
14. However, in this case, unlike the landlord in the *Warren* case, the Landlord took minimal steps to address the excessive noise through accommodation. They did not seriously explore any modifications or renovations that might mitigate the noise or offer any other supports. Besides offering another unit and then waiting one year to move the upstairs tenant, the Landlord and their witness gave very little evidence regarding the steps they took to mitigate the ongoing substantial interference.
15. The Landlord had other options they could have considered or offered to help mitigate the excessive noise besides waiting for the upstairs tenant to agree to move, but they chose to do very little despite the significant impact the noise was having on the Tenant.
16. I am therefore satisfied that the Tenant has established that the Landlord substantially interfered with the Tenant's reasonable enjoyment, and that this interference occurred started in February 2023 and continued until the upstairs tenant moved out in December 2024.

Remedies:

17. The Tenant has sought a total rent abatement from February 2023 to December 2024. Her rent is \$967.31, and for the 23 months she claimed, that would total \$22,248.13. However, as noted above, I am precluded from granting a remedy for any loss of enjoyment that took place before September 27, 2023.
18. The Tenant testified that the excessive noise significantly impacted her mental health. The noises took place all day and night, and she could not sleep even with noise cancelling headphones. The Tenant testified she only got a couple hours of sleep each night, and she went to a psychiatrist and asked for medical assistance in dying (MAID) as she could not continue the way things were going.
19. The Landlord stated that a 100% rent abatement would not be appropriate as the Tenant continued to reside in the rental unit and had access and had some enjoyment of the unit during that time.
20. In light of the evidence, I am satisfied that the Tenant is entitled to a 20% rent abatement from October 1, 2023 until December 1, 2024, which amount to \$2,901.90. The rent abatement reflects the loss of enjoyment that the Tenant bargained and paid for but did not receive due to the Landlord's failure properly address the excessive noise, and in arriving at this figure I have considered the impact that the noise had on the Tenant. I accept that the Tenant's evidence that the noise had a significant impact on her mental health, and considered this when determining appropriate abatement.

It is ordered that:

1. The total amount Landlord shall pay the Tenant is \$2,954.90. This amount represents:
 - \$2,901.90 for a rent abatement; and
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 26, 2026, the Landlord will owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 15, 2026

Date Issued

Allana McComb

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.