



Order under Section 31 Residential Tenancies Act, 2006

Citation: Stefurak v 2381353 Ontario Inc, 2026 ONLTB 3967

Date: 2026-01-16

File Number: LTB-T-071009-23

In the matter of: 304, 1136 Dupont Street
Toronto ON M6H2A2

Between: Jacquie Stefurak Tenant

And

2381353 Ontario Inc Landlord
Dominic Serafino

Jacquie Stefurak (the 'Tenant') applied for an order determining that 2381353 Ontario Inc and Dominic Serafino (together, 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 January 8, 2026.

The Landlord's Dominic Serafino, the Landlord's representative Nicolina Camarda and the Tenant attended the hearing.

Determinations:

Preliminary Issue

1. Regarding the claim of harassment by the neighboring tenants in Unit 303, those claims precede the Tenant's limitation period of 1 year from the date the Application was filed on October 4, 2022, which is set out in section 29 of the *Residential Tenancies Act*, 2006 the ('Act'). I have no jurisdiction to hear those claims, therefore they are dismissed.

Multiple N5 Notices

2. As explained below, the Tenant failed to prove the allegations regarding substantial interference and harassment by the Landlord for serving multiple N5 Notices on a balance of probabilities. Therefore, the Tenant's application is dismissed.

3. The Tenant claims in her application that the Landlord gave her multiple N5 notices of termination which were untrue, thereby harassing her and substantially interfering with her reasonable enjoyment of the rental unit.
4. As of the date of this application on October 4, 2022, the Tenant testified to four notices given to her, in 2020, 2021 and two in 2022.
5. The first and second notices in 2020 and 2021 are prior to the limitation period imposed by section 29 of the *Residential Tenancies Act*, 2006 the ('Act'), and are so far in time from the third and fourth that I find it is not relevant to my determination of harassment and substantial interference. However, having considered them in both this hearing and the Landlord's application which was heard at the same time as this hearing, I find that there was a factual basis for both notices and they were not frivolous.
6. The second and third notices are within the limitation period and I consider them here.
7. In August of 2022, the Landlord received a complaint that the Tenant used a derogatory name against another tenant. The Landlord, without investigation, immediately sought to terminate the tenancy by serving an N5 notice of termination. He agrees he never spoke to the Tenant nor sent a desist letter. The Tenant does not dispute a complaint was in fact received by the Landlord, but disputes she said the word or even that she was at her rental unit at the time.
8. In May of 2022, the Landlord gave the Tenant an N5 notice of termination for undue damage due to a cracked pipe under the sink. The Tenant had refused to accept a simpler and less expensive chemical treatment on her blocked sink and demanded a licensed plumber instead. When the plumber came, a crack in the pipe was found and the Landlord held the Tenant responsible for the damage. The Landlord acknowledged he had no intention of terminating her tenancy, he just wanted her to amend behaviour and comply with his method of maintenance.
9. A landlord has a duty to maintain the rental unit and may use whatever methods he chooses. It was reasonable that this Landlord chose to attempt a chemical solution before calling the more expensive plumber. The Tenant is not entitled to direct how the property should be maintained, save if the Landlord is breaching his obligations under the Act, and then she is entitled to file a T6 application with the Board.
10. A tenant will likely always find complaints directed towards their behaviour unwelcome, whether receiving N5 notices of termination, formal letters, or private conversations. However, despite that discomfort, a landlord is entitled to pursue their legal rights under the Act and service of a notice will not of itself result in a finding of harassment. Both notices clearly inform the Tenant of her right to a hearing if she disagrees with the allegations.
11. There is no evidence before me that the Landlord did not receive a complaint about name calling, or that the Tenant did not dispute the landlord's maintenance procedure. The notices were not served in a manner which was inappropriate.
12. Accordingly, I cannot conclude that either the 2022 notices of termination constitute harassment because they were not frivolous, or without merit. They were based in fact, although the facts are disputed by the Tenant.

13. I note that it is expected to see a landlord demonstrate an escalating pattern of investigation, documentation of incidents, resolution meetings between parties, and an increasing level of action from informal talks to formal letters, before the final step of serving a notice of termination to end the tenancy. However, there is no mandate that the landlord take this wiser course of action.
14. Therefore, I find that the Tenant did not prove on a balance of probability that the Tenant substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or harassed, coerced, threatened, or interfered with the Tenant by serving multiple notices of termination.

It is ordered that:

1. The Tenant's application is dismissed.

January 16, 2026
Date Issued

Julie Broderick
Member, Landlord and Tenant Board

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