



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-011642-25

In the matter of: 109, 40 SAUBLE RIVER ROAD
GRAND BEND ON N0M1T0

Between: Susan Barbara Moore Tenant

And

Grand Bend Non Profit Housing Landlord

Susan Barbara Moore (the 'Tenant') applied for an order determining that Grand Bend Non Profit Housing (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.

A written hearing was conducted on this application based on the evidence and submissions of the parties.

Determinations:

Request to Amend Application

1. In her application, the only remedy sought by the Tenant is that the Landlord be ordered to pay a fine to the LTB. On April 7, 2025, the Tenant filed a request to amend her application to add a 100% rent abatement.
2. The request to amend was made in accordance with the LTB's Rule 15. I am satisfied the amendment was requested as soon as the need for it was known and made in good faith. Accordingly, the request is granted.

Background

3. The rental unit is in a two-story, multi-unit residential complex. The rental unit is a two-bedroom apartment located on the main floor near the lobby of the building. The tenancy commenced on March 1, 2024.

Exclusion from Board Meetings

4. The Tenant submits that the Landlord's refusal to allow her to attend the monthly meetings of the Board of Directors substantially interfered with her reasonable enjoyment of the rental unit or residential complex. I do not agree. Tenants of the residential complex are not voting members of the Board and, as such, are not entitled to attend meetings. Accordingly, this portion to the Tenant's claim is dismissed.

Excessive Noise from Lobby

5. The Tenant indicates that there is excessive noise coming from the lobby and that this noise has substantially interfered with her reasonable enjoyment of the rental unit or residential complex.
6. The Tenant described two sources of the noise disturbances: those caused by other tenants and those caused by the superintendent. She described the noise from other tenants as music being played in the lobby, shopping carts being pushed, and tenants socializing.
7. The rental unit is in a large multi-unit residential complex near the main entrance to the building. A certain amount of noise created by ordinary, day-to-day living will exist in such settings. To be successful, the Tenant must prove on a balance of probabilities that the noise level was more than can be reasonably expected a large multi-unit residential complex, and that the Landlord failed to adequately respond to her legitimate noise complaints.
8. The Tenant did not present any reliable evidence to corroborate her position that the noise was unreasonably loud and excessive. There were no audio or video recordings of the alleged disturbances. The Tenant was aware of the proximity of the rental unit to the lobby and front entrance and, in my view, ought to have been aware that there would be a certain level of noise. I find the Tenant has failed to sufficiently establish that the noise coming from the lobby was more than can be reasonably expected. As such, I am not convinced her complaints to the Landlord about lobby noise was legitimate. This portion of the Tenant's claim is dismissed.

Excessive Noise from the Superintendent

9. The Tenant complained of excessive noise caused by the Superintendent. She described the Superintendent as having a very loud voice. She indicated that the janitorial closet is immediately outside her rental unit and that she can hear the Superintendent talking loudly to other tenants and tradespeople. According to the Tenant, when she asked the Superintendent to keep his voice down, he was rude to her.
10. To be successful, the Tenant must prove on a balance of probabilities that the noise level from the Superintendent was more than can be reasonably expected, and that the Landlord failed to adequately respond to her legitimate noise complaints.

11. As with the above allegations, the Tenant did not present any reliable evidence to corroborate her position that the level of the Superintendent's voice was unreasonably loud and excessive. There were no audio or video recordings of the alleged disturbances. I am not convinced the level of noise created by the Superintendent was more than what could be reasonably expected.
12. There is no doubt the Tenant was bothered by the level of the noise, as documented in her communication with the Landlord, but I do not believe her complaints are reasonable. Regardless, the Landlord attempted to mitigate the issues by turning down the volume of music in the lobby and having the Superintendent limit his interactions with the Tenant while performing his duties. This portion of the Tenant's claim is dismissed.

Harassment

13. The remainder of the Tenant's claim are somewhat vague. She seems to allege that the Superintendent, members of the Board of Directors, and other tenants have been rude and have engaged in a campaign of harassment.
14. The Tenant describes how the Superintendent set up a large Valentine display in the lobby which involved moving furniture and decorating. She seems to suggest that the Superintendent had a disregard for her peace as he knew this would cause disturbances and he did this intentionally to assert his dominance over the Tenant.
15. I do not find the conduct of the Superintendent to be unreasonable. In my view, the average, reasonable person would understand that a lobby of a building would be seasonally decorated and that this would likely create some noise.
16. The Tenant describes the Superintendent as being a bully, rude and objectionable and provided details of incidents which she believes establishes such conduct. First, I do not find that the Superintendent acted as a bully or with the intent to intimidate the Tenant. The LTB can not order someone to be polite or well-manner. The Tenant has failed to establish that the Superintendent harassed, obstructed, coerced, threatened or interfered with her
17. The Tenant also suggests she was threatened by the President of the Board with legal action. Landlords are entitled to enforce their rights by giving tenants warnings, proper notices of termination when warranted and by filing applications at the Board. It is clear the Landlord was advising the Tenant of potential issues. The Landlord was entitled to take such action, and I do not believe the conduct of the Landlord was unreasonable or inappropriate.
18. Finally, the Tenant seems to take the position that the Landlord failed to take into consideration her disability under the *Ontario Human Rights Code* (the 'Code') when considering her complaints.

19. The evidence before me establishes that the Tenant advised the Landlord that she suffers from Post-traumatic Stress Disorder ('PTSD'). The only information the Tenant provided the Landlord was a general information sheet on PTSD. The Tenant did not make a formal request for an accommodation which included details regarding the disability, information from health care professionals where appropriate and as needed or participated in discussions regarding possible accommodation solutions.
20. The Landlord advised the Tenant on January 11, 2025 that they were mindful of her disability, had addressed the volume of music in the lobby, and had spoken with the Superintendent. To accommodate the Tenant, the Landlord offered to move the Tenant to a quieter part of the building. The Tenant refused the offer. It seems the only remedy the Tenant was willing to accept was the termination of the Superintendent.
21. I find the Tenant's response to the Landlord's efforts to address her concerns to be unreasonable. There is no compelling evidence before me establishing that the Landlord or the Landlord's agents harassed, obstructed, coerced, threatened, or interfered with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

January 19, 2026
Date Issued

Dawn Sullivan
Vice Chair, 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.