



Order under Section 31 Residential Tenancies Act, 2006

Citation: Tanner v 1003659 Ontario Ltd., 2026 ONLTB 5743

Date: 2026-01-23

File Number: LTB-T-058660-22

In the matter of: A, 12 DIXON ROAD WEST
ETOBICOKE ONTARIO M9P2L1

Between: Stephen Tanner
The Estate of Bill Hiscott Tenants

And

1003659 Ontario Ltd. Landlord

And

Saverio Dimondo Landlord's Agent

Stephen Tanner and Bill Hiscott (the 'Tenant') applied for an order determining that 1003659 Ontario Ltd. (the 'Landlord') and Saverio Dimondo (the 'Landlord's Agent'):

- 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 November 6, 2025.

The Landlord's legal representative David Ciobotaru, the Landlord's agent Saverio Dimondo, and the Tenant Stephen Tanner attended the hearing.

Determinations:

Preliminary Issues

Who is the Landlord?

1. The Landlord's representative made submissions that the Landlord is 1003659 Ontario Ltd. and Saverio Dimondo is a director of that corporation. The Tenant did not dispute the amendment and accordingly, the application is amended to list the Landlord as 1003659 Ontario Ltd. I am satisfied the Landlord's agent, Saverio Dimondo is appropriately named on the application as an agent of the Landlord.

Amendment Request

2. The evidence at the hearing is that the Tenant Bill Hiscott passed away. Accordingly, the application is amended to reflect "The Estate of Bill Hiscott".
3. The Tenant also requested to amend their application to include an increased quantum of remedies specifically, a rent abatement in the amount of \$1,902.55.
4. The amendment to the quantum of remedies requested is granted.
5. The Tenant also filed approximately 10 handwritten pages of documents that he submits is an amendment to the application which the Landlord's representative acknowledges receiving.
6. It was confirmed with the Tenant that the amendment did not add new allegations and only added details relating to allegations already plead in the original T2 application. This amendment, while ultimately inconsequential, is also granted.

T2 Application

7. 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 \$173.71 on or before February 3, 2026.
8. The Tenant alleges substantial interference as a result of the commercial tenant below his unit playing drums causing unreasonable noise.

Tenant's Evidence

9. The Tenant gave evidence that he began hearing the commercial tenant below his rental unit playing drums some time in early 2021.
10. The Tenant testified that the commercial tenant would play his drums between 7:00 p.m. and 11:00 p.m. nightly believing the intensity of the drumming became more vigorous after he complained to the Landlord.
11. The Tenant spoke to the commercial tenant and advised him that the drumming was too loud but when that did not resolve the problem, the Tenant began complaining to the property manager.
12. The Tenant's evidence is that he heard drumming between 2021-2023 nightly between Monday and Wednesday, the commercial tenant would then remove the drums, and the drumming would continue on the weekend. The drumming subsided in 2024 and now the Tenant has not heard any drumming in 2025.
13. The drumming would vibrate the Tenant's floors and people would comment on the drum sound during telephone calls with the Tenant. The Tenant also testified that the commercial tenant played his drums on a Thanksgiving holiday when the Tenant was having a family gathering.

14. The Tenant also submitted videos taken inside his rental unit and a faint noise of drum playing could be heard in the background.
15. The Tenant testified about specific dates he kept about drumming referring to e-mails not submitted in evidence. The Tenant recounted drumming complaints from the e-mails between August 15, 2021, and May 17, 2023, however, the majority of complaints were dated during a one-year period between May 2022 and May 2023.
16. The Tenant was asked what the Landlord did to address their complaints, and the Tenant testified that he believed the Landlord didn't address his complaints instead choosing to damage his property and threaten him with more property damage if he pursued his T2 application.
17. The Tenant also testified in relation to an incident involving a security camera on June 28 of an unspecified year. The Tenant's evidence is that he had a wi-fi camera, and someone stole the camera. The Tenant's camera was delivered back to him smashed by an older gentleman whom the Tenant does not know.
18. The Tenant testified that the individual who returned the camera had been at the residential complex six times causing damage and after calling police to report the licence plate number of the vehicle driven by the individual, the only information provided to the Tenant is that the vehicle was rented.

Landlord's Evidence

19. The Landlord testified that the Tenant is a long-term tenant of approximately 28 years and there is a commercial tenant who operates a tattoo parlour below the Tenant's rental unit that has been renting his shop for approximately 18 years.
20. The Landlord's evidence is that when he first became aware of the Tenant's complaints he spoke to "Rudy", the tattoo store owner. During the discussion Rudy asked the Landlord why his drumming didn't bother the Tenant before because they had both been tenants in the building for a number of years without issue.
21. The Landlord gave evidence that the Tenant would complain weekly or every other week, "after hours", but not late into the evening. When the Tenant's complaints continued, the Landlord hired a contractor and bought soundproofing foam that was installed to insulate approximately 400 square feet where the drums were being played.
22. The Landlord testified that the cost for soundproofing was estimated to be \$5,000.00 but the total cost to the Landlord was \$8,100.00 which was paid in November 2022.
23. The Landlord further testified that he was trying to appease both the residential and commercial tenants but after the soundproofing, the residential Tenant said he could still hear drumming.
24. The Landlord also testified that he didn't receive any complaints or citations about noise or the drumming from the City, City Inspector, or By-law. The Tenant did call by-law about the noise and the Landlord's evidence is that the City advised that the "recorded decibel levels weren't high enough" to take action.

25. The Landlord testified that he did not break the Tenant's wi-fi camera, nor did he use an agent to steal and destroy the camera.

Rudy Salerno

26. The Landlord's witness Rudy Salerno (RS) testified that he has rented his commercial space for approximately 20 years and has played drums in the basement since he first started renting.
27. RS gave evidence that he was contacted by the Landlord and told that there were noise complaints from the upstairs Tenant beginning in 2021. RS testified he was respectful and would only play "once" usually between 7 and 8:30 p.m. because he was aware that there are others who lived above the commercial spaces.
28. RS also testified that the Landlord "went out of his way" insulating the tattoo shop and spent a lot of money in the basement soundproofing the ceiling, walls and "everything".
29. RS also gave evidence that he was asked to move his drums but instead he spent \$10,000.00 on a electronic drum set some time in 2023 so the Tenant could not have heard anything after 2023.

Analysis

Reasonable Enjoyment- Drumming

30. In *Hassan v. Niagara Housing Authority* (February 5, 2001), Hamilton Docket No.99-002412-DV [2000] O.J. No.5650 (Div Crt) the court held that a landlord who fails to take reasonable steps to address substantial interference with reasonable enjoyment by one tenant of another tenant can be found to have substantially interfered with the complaining tenant's reasonable enjoyment of the premises. This means that the Landlord has the positive obligation to take reasonable, timely and appropriate steps to address the Tenant's complaints.
31. I do not find there is a distinction to be drawn between *Hassan* and the present matter as a result of the dispute being between a residential tenant and a commercial tenant. Accordingly, the Landlord had a positive duty to respond to the Tenant's complaints in relation to issues with the commercial tenant.
32. Despite the Tenant testifying that the drum playing continued up to 2024, the Tenant's own evidence of e-mail complaints ended on May 17, 2023. I find it is more likely than not that the issue with the commercial tenant playing drums began some time in the summer of 2021, and continued until spring of 2023.
33. While written complaints made by the Tenant were not submitted in evidence, the Tenant did testify about the specific dates on which he made complaints which averaged approximately 2-3 times per month between 2021 and 2023.
34. The Landlord gave evidence he spoke to RS about his drum playing and RS confirmed this in his testimony. Further, RS testified that the Landlord "went out of his way" to insulate and soundproof the tattoo parlour and basement in response to the Tenant's complaints.

35. I accept the evidence that the Landlord spoke to the commercial tenant about the complaints, and ultimately spent approximately \$8,000.00 to insulate and soundproof the basement.
36. After the Landlord completed the insulation and soundproofing, the Tenant testified that he made 5 further complaints on January 17, 2023, March 30, 2023, April 30, 2023, April 26, 2023, and May 17, 2023. The Landlord acknowledged receiving complaints after installing the soundproofing insulation.
37. The Landlord did not submit evidence to show attempts to address these subsequent complaints. There was also no evidence that after completing the soundproofing and still receiving complaints from the Tenant that the Landlord ever spoke to the commercial tenant again to give warning or discouragement about the noise. This was not a situation of trivial noise that would be reasonably expected in a residential complex but rather, the playing of a percussive instrument.
38. While a commercial tenancy differs in that a landlord does not serve “notices of termination” in the same form or for similar grounds as notices served pursuant to the *Residential Tenancies Act*, there was no evidence submitted from the Landlord to show any written communication, warnings, or notice to the commercial tenant about the ongoing issue after installing the soundproofing material.
39. The evidence before me is that the Tenant could not hear drum playing after the commercial tenant replaced their drums with an electronic drum set some time in 2023. The replacement of the drums was done by the commercial tenant and there was no evidence this was prompted by the Landlord attempting to address the Tenant’s complaints.
40. Despite the Landlord’s best efforts up to and including soundproofing, if a Tenant continues to complain about an issue of noise that remains unresolved the Landlord has a positive duty to address the Tenant’s complaints.
41. I am satisfied with the Tenant’s testimony recounting of the five dates that he continued to contact the Landlord about noise after November 2022, and there was no evidence that the Landlord took any steps to address or investigate the Tenant’s complaints subsequent to the soundproofing.
42. Accordingly, I find that the Landlord’s failure to address the 5 subsequent noise complaints substantially interfered with the Tenant’s reasonable enjoyment of the rental unit.

Harassment/Threats

43. The Tenant testified that he had four unpleasant encounters with RS on August 2, 2021, August 19, 2021, May 14, 2022, and June 24, 2022.
44. The Tenant alleges that on each of those days RS would yell profanities at the Tenant, make disparaging comments, and that on June 24 RS assaulted him.

45. A video related in relation to the May 14 incident actually shows a relatively civil conversation between the Tenant and RS. Other videos submitted show tense conversations and yelling matches between the Tenant and RS where it cannot be determined who is the instigator however, RS acknowledged appearing as the “aggressor”.
46. RS testified that the Tenant wants him evicted and will provoke him in various ways like playing loud music when RS has a client, parking behind RS’s back door, and instigating confrontations.
47. While it is clear that there has been conflict between the Tenant and RS, the Landlord’s testimony is that he did not have any involvement in the four incidents complained of by the Tenant, and had no awareness of those incidents until the Tenant filed their application.
48. To be successful in their application, the Tenant must prove that the Landlord failed to address their concerns adequately resulting in a breach of section 22 of the Act. The Tenant’s application in relation to the four incidents with RS alleges a breach of section 23 of the Act, specifically that the Landlord harassed, obstructed, coerced, threatened, or interfered with the tenant.
49. The Tenant has not proven that the Landlord harassed, obstructed, coerced, threatened, or interfered with the tenant. Even if the Tenant’s claim were interpreted to be a failure by the Landlord to address threats or harassment between RS and the Tenant there is insufficient evidence to find, on a balance of probabilities, that the Landlord was ever made aware of any of the four incidents complained of by the Tenant.
50. Accordingly, the Tenant has not proven that the Landlord breached section 23 of the Act, and there is insufficient evidence to find that the Landlord was aware of the various conflicts between RS and the Tenant, therefore, there can be no breach of section 22 of the Act.

Security Camera

51. The Tenant’s evidence is insufficient to prove a nexus between the destruction of his security camera and the Landlord.
52. I do not find that the Tenant has proven, on a balance of probabilities that the Landlord, or an agent of the Landlord, removed and destroyed the Tenant’s wi-fi camera.

Remedies

53. Based on the unresolved noise issue, the Tenant experienced unreasonable noise on 5 separate dates after the soundproofing for which there was no evidence of ongoing efforts by the Landlord to address those complaints.
54. The Board’s Interpretation Guideline 6: Tenant’s Rights provides that a rent abatement may be ordered up to the date of the hearing if the issue remains unresolved:

“If the problem has not been resolved as of the date of the hearing, the LTB may order an abatement of rent covering the period up to and including the month of the hearing...”

55. Accordingly, I find a rent abatement for those 5 days (January 17, 2023, March 30, 2023, April 30, 2023, April 26, 2023, and May 17, 2023) is appropriate. The Tenant's rent listed in their application is \$1,056.79, and a rent abatement for those 5 days totals \$173.71.
56. The evidence before me is that there is a property manager who was the Tenant's main contact for complaints. There is insufficient evidence to find that the inaction in addressing the Tenant's complaints is attributable to the actions of Silvero Dimondo personally and accordingly, the rent abatement is ordered to be paid by the Landlord, 1003659 Ontario Ltd.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$173.71. This amount represents:
 - \$173.71 for a rent abatement.
2. The Landlord shall pay the Tenant the full amount owing by February 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 3, 2026, the Landlord will owe interest. This will be simple interest calculated from February 4, 2026, at 4.00% annually on the balance outstanding.

January 23, 2026
Date Issued

Kyle McGraw
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.