



Order under Section 31 Residential Tenancies Act, 2006

Citation: Selmouni v Colonnade BridgePort, 2025 ONLTB 90312

Date: 2026-01-23

File Number: LTB-T-017839-25

In the matter of: 2108, 1960 Scott
Ottawa, ON K1Z 0C5

Between: Nabil Selmouni
Hasnaa Mahtat Tenants

And

Colonnade BridgePort Landlord

Nabil Selmouni and Hasnaa Mahtat (the 'Tenants') applied for an order determining that Colonnade BridgePort (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 July 8, 2025, and November 18, 2025.

On July 8, 2025, the Landlord's Legal Representative, Allan Kouri, the Landlord's Agent, Darryl Dufresne ('DD'), and the Tenants attended the hearing.

On November 18, 2025, the Landlord's Legal Representative, Allan Kouri, the Landlord's Agents, Will Kealey ('WK'), and Kandas Miller ('KM'), and the Tenants attended the hearing.

Determinations:

1. The Tenant sought to amend their application to add remedies that totaled approximately \$28,397.86 which include rent abatement, moving costs, general damages, and out of pocket expenses.
2. Pursuant to Rule 15, the amendment request is granted. The amended application was served on the Landlord in a timely manner, and the Landlord consented to the amendment.
3. The Tenant's T2 application was filed on March 3, 2025, and alleges the Landlord substantially interfered with the Tenants' reasonable enjoyment of the rental unit due to loud noise emitting from drying fans that were used as a water pipe burst. The Tenant also

asserts the Landlord failed to properly address the initial complaint of a water leak by not shutting off the water completely. As a result, the water leak turned into the pipe bursting, which caused a significant amount of water damage to their rental unit.

4. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

T2 Application

5. The Tenants live on the 21st floor, in two-bedroom, 968 square foot apartment, with their 13-year-old daughter.
6. On February 19, 2025, at approximately 6:30 p.m., the Tenants noted water leaking in their bathroom. The Tenants immediately contacted the Landlord, who attended with their plumber to investigate the water leak. The water leak was coming from the unit directly above the Tenants'.
7. The Tenants testified that at approximately 7:30 p.m., the water leak worsened because a pipe in the upstairs unit burst and a substantial amount of water entered their unit. The Tenants claim the Landlord was negligent because they felt the Landlord should have completely shut off the water when they first discovered the water leak, therefore no water damage or minimal water damage would have occurred to their unit.
8. The Landlord disagrees that they ought to have known to shut the water off completely to avoid further damage. The Landlord indicated they had no knowledge that the pipe was going to burst, nor was there anything at the time to suggest the Landlord needed to shut off the water. The water pipe bursting was unforeseen.
9. The water damage sustained to their rental unit occurred in one of the two bathrooms, as well as in the second bedroom. An estimate for the repairs to the rental unit in the amount of \$7,181.43 from the restoration company was submitted which were mostly confined to those two areas that consisted of, but not limited to, replacing drywall, baseboards, and bathroom tiles, and painting.
10. The same evening, a restoration and renovation company attended the rental unit and installed 8 drying fans in their apartment, three in one of the two bathrooms, one in the secondary bedroom, and the rest in the hallway area. The Tenants contend the noise was very loud and unbearable. They could not sleep nor work.
11. The Tenants claim the noise levels rose to 90 decibels, and in accordance with the City of Ottawa by laws, the maximum db allowable under Article 5 and 6 for fans is 50 decibels.
12. The Tenants measured the decibels of the fans though a phone app called "Decibels X". A picture from the phone app was uploaded into evidence that showed a current reading of 78.9 db, an average reading of 63.3 db, and a maximum reading of 98.1 db. The picture was not dated.
13. The Tenants also provided into evidence an email from the Director of Product Management for the specific fans used which were AirMax, and the email indicated that

the decibel measurements at 1.5 feet from the inlet measures 80db, and from the outlet, measures 90 db.

14. The Landlord challenges the evidence provided by the Tenant with regards to the decibel levels. The Landlord contends there was no expert called upon for noise readings, that the Tenants were acting as their own noise experts, and that the *Residential Tenancies Act, 2006* (the 'Act'), specifically calls for an exemption for substantial interference when work is necessary to conduct repairs in the rental unit.
15. On February 20, 2025, The Tenants sent an email to the Landlord indicating the fans were loud. The Landlord responded the same day indicating the fans were necessary to dry the impacted areas and reduce further damage, but that the fans would be reassessed on that Monday (February 23, 2025).
16. The Tenants indicate on February 20, 2025, they asked the Landlord for alternative housing. Although the rental unit was still deemed habitable, the Landlord offered an alternate unit the Tenants could use from the 24th to the 27th of February. The Tenants did stay in the unit for the first night, however testified it was too hot and it was only one bedroom so they left the unit offered by the Landlord and decided to stay in a hotel.
17. WK testified the unit was habitable because the Tenants still had access to another bathroom, another bedroom, and the kitchen. WK testified that although he acknowledges the noise of the fans were a discomfort, the fans were necessary to complete reasonable repairs to the rental unit, and there is an exemption under section 8 of the Ontario Regulations O. Reg. 516/06 of the Act because of this.
18. On February 22, 2024, because of the noise, the Tenants vacated the rental unit and chose to stay in a hotel. Although the Tenants had tenant insurance that covered floods, their insurance would not cover any expenses incurred by the Tenants with regards to noise disturbances during the time the water issue was being remedied by the fans.
19. On February 26, 2025, the Landlord deemed the rental unit uninhabitable as the walls in the second bathroom and second bedroom had to be opened up, thereby compromising a firewall. It was only at this point that Tenants' insurance kicked in and expenses would be covered. The Tenants contend that the Landlord should have designated their unit uninhabitable right away so that their tenant insurance would cover any costs the Tenants had to incur as a result of the water damage.
20. The parties agree that once the rental unit was designated uninhabitable, the Landlord credited the Tenants with the rent in the amount of \$2,773.40 for the period from February 26, 2025, to March 28, 2025, the date the Tenants were able to return to the rental unit.

Analysis

21. Section 22 of the *Residential Tenancies Act, 2006* ('the Act') states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with

the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

22. However, where a tenant is alleging that the substantial interference arose due to repairs being carried out in the rental unit by the landlord, the Board must apply the test contained in section 8 of the O. Reg. 516/06 under the Act. Subsections 8(2)-(3) state that in making a determination as to whether the Landlord substantially interfered with the reasonable enjoyment of the rental unit by the tenant or a member of the tenant's household, and whether a rent abatement is justified in the circumstances, the Board:
1. Shall consider the effect of the carrying out of the work on the use of the rental unit by the tenant or members of the household; and
 2. Shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit by the Tenant or members of the household.
23. What this means is that even if there is interference caused by repairs, the Board cannot make an order in a tenant's favour unless the interference is so substantial that it can be considered as unreasonable in the circumstances.
24. With regards to the noise levels, I am unable to determine the actual decibel level in the rental unit. There is no expert witness or expert testimony for me to be satisfied what exactly the decibel level is. I cannot rely on an app on a phone, nor an email from the manufacturer that the noise coming from the fan breaches any statute or by law. Further, the by-law that the Tenants rely on does not specifically address portable fans, and no evidence was led as to any exemptions to the noise by law during residential construction or emergency work. Even if I were to make such a determination on the decibels, the noise emitting from the fans were necessary to conduct emergency repairs due to an unforeseen pipe bursting causing water damage.
25. I also find that the Landlord acted reasonably by advising the Tenants that the fans were necessary but would be reassessed within three days. The Tenants did not want to wait and decided to stay in a hotel instead. The Landlords offered a rental unit from the 24th to the 27th of February, but the Tenants only stayed one night because the rental unit was too hot and only had one bedroom.
26. While I accept the fan noise was not pleasant, I am of the view that the drying equipment was necessary in the circumstances and the length of time the equipment was operating at the rental unit was also necessary and reasonable. Therefore, having applied section 8 of the O. Reg. 516/06, I find that the Tenants have not established that the Landlord substantially interfered with their reasonable enjoyment of the rental unit by using fans to dry the impacted areas and reduce further damage.
27. I do not find that the Landlord substantially interfered with the Tenants' reasonable enjoyment of the rental unit by failing shut off the water as soon as a leak was discovered. Evidence shows that the water leak was discovered in the Tenant's rental unit at

approximately 6:30 p.m., and the Landlord attended within a half hour to investigate the water leak. At 7:30 p.m., and in the presence of the Landlord's plumber, the pipe burst in the unit above the Tenants'. This occurred all within an hour of it being reported by the Tenants. As unfortunate as it was, the pipe bursting and the subsequent water damage was out of the control of the Landlord. There is no evidence before me that would suggest the Landlord ought to have known to shut off the water immediately because there was going to be an imminent burst pipe. Therefore, the Landlord's conduct was not unreasonable.

28. Therefore, having not proved on a balance of probabilities that the effect of the work substantially interfered or that the work itself was unreasonable in the circumstances, I find that the Landlord 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. Therefore, this T2 application shall be dismissed.

29. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

30. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The application is dismissed

January 23, 2026
Date Issued

Paula West Oreskovich
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.