



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-007968-23

In the matter of: 1008, 500 DUPLEX AVE
TORONTO ON M4R1V6

Between: Michelle Weisz Tenant

And

Q Residential, Q Management LP, Qres VI Landlord
Duplex LP, Parkview Residences

Michelle Weisz (the 'Tenant') applied for an order determining that Q Residential, Q Management LP, Qres VI Duplex LP, Parkview Residences (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. (T2 Application)

Michelle Weisz (the 'Tenant') applied for an order determining that Q Residential, Q Management LP, Qres VI Duplex LP, Parkview Residences (the 'Landlord') failed to meet the Landlord's maintenance obligations under the Residential Tenancies Act, 2006 (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 application)

This combined T2/T6 application was heard by videoconference on December 1, 2025.

The Landlord's agent, Bernardine Sosa, and Landlord's representative, David Ciobotaru, and the Tenant attended the hearing.

Determinations:

T6 Application

1. At the hearing, the Tenant sought to withdraw the T6 application and proceed with the T2 application only and the Board consented to that request.
2. Accordingly, the T6 Application is withdrawn.

T2 Application

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

Noise from another Tenant

4. The Tenant testified that she began hearing excessive noise coming from the unit above her unit (unit 1108). The Tenant emailed the Landlord her noise complaints on April 19, 2022, August 22, 2022, November 6, 2022, and January 16, 2023. She testified that the Landlord would investigate but nothing came of it, or they told the Tenant to call the police instead.
5. The Tenant MW testified the noise continued and she described the noise she heard as screaming, yelling and breaking dishes. She testified that it often sounded like someone was being attacked. She testified that the noise occurred regularly and can be heard intermittently from morning until after midnight. At times, the noise would occur for 30 minutes.
6. The Tenant MW emailed the Landlord on April 19, 2022 at 11:39 a.m., and the Landlord's staff responded by advising the Tenant that they will go check the unit 1108 them but the Tenant never heard back from them. On May 3, 2022, the Tenant called the police after hearing the noise again. The Tenant testified that she was unaware of what steps the police took.
7. The Tenant complained to the Landlord again on August 20, 2022, and the Landlord did not respond. The Tenant complained again on November 6, 2022, that the Tenant in the unit 1108 was screaming and yelling again, and the Landlord advised the Tenant to contact the police because they did not want to anger the Tenant in unit 1108. The Tenant complained to the Landlord again on January 16, 2023, the Tenant in unit 1108 was screaming at 2:50 a.m. and the Landlord responded stating that they can't monitor whether the Tenant in unit 1108 was speaking or screaming.
8. Recordings taken by the Tenant on May 3, 2022, during a phone call with the police and August 20, 2022, were submitted and played during the hearing.
9. The Landlord submits that during the span of time from April 19, 2022, to January 16, 2023, they have received a total of six complaints from the Tenant regarding the unit 1108. The Landlord's representative submitted that in response to the Tenant's initial complaint, the Landlord initiated a step-by-step series of actions against unit 1108. Then the Landlord issued "friendly notices" to unit 1108, followed by the issuance of a formal N5 notice of termination. Thereafter, there was no further complaints submitted to the Landlord and no further action was taken by the Landlord. The Landlord submitted that the N5 Notice was voided pursuant to s. 64(3) of the Act, since no further complaints were received.

Construction noise

10. The Tenant testified that noise from construction in the building constituted substantial interference with her reasonable enjoyment of the unit.

11. She described that this work was often done in such manner that was disruptive. The Tenant testified that the notices provided by the Landlord stated that construction would only take place between 8:00 a.m. to 5:00 p.m. The Tenant testified that the work would often continue past 5:00 p.m. She also submitted that work was being completed on Saturday, September 10, 2022, at 8:30 p.m.
12. The Tenant outlined that drilling involved in this work was loud and disturbing and would often last about 30 minutes past 5:00 p.m.
13. Due to the construction, the Tenant described that she was unable to plan her work around the construction as the Landlord was not abiding by their own notices. She also submitted that noise caused headaches, and it was stressful.
14. The Tenant recalled that she first complained of the interference caused by the construction in/or about April 5, 2022. She testified that she spoke to rental office manager, and they apologized and stated they asked the contractor to stop. However, the Tenant states it still continued.
15. The Tenant testified that Landlord's apparent lack of concern about the impact of the construction on her led her to sublet her unit starting on February 1, 2023, and she ultimately terminated the tenancy on January 31, 2025.
16. The Landlord's witness Bernardine Sosa ('BS'), who is a resident manager at the building testified that at the time the Tenant moved into the rental unit on April 1, 2022, the residential complex was still under construction as not all units were completed.
17. She testified that the Tenant was aware of the construction when she moved in and was given proper notice for ongoing construction. The notices stated that work would take place during between 9:00 a.m. to 5:00 p.m. to ensure that the tenants were not severely disrupted by the work being done. She testified when the Tenant would complain about working taking place beyond those hours, BS would often attend the area where the construction was taking place and ask the contractors to finish their work and leave. She testified that no work was scheduled to be done on Saturdays and there were times that other tenants would also hire their own contractors to install items in their units and this may have also caused construction noise.
18. However, she also provided a copy of Toronto noise By Law 591-2.3 Construction Noise which states:

No person shall emit or cause or permit the emission of sound resulting from construction or any operation of construction equipment that is clearly audible: A. B. From 7 p.m. to 7 a.m. the next day, except until 9 a.m. on Saturdays; and/or All day on Sundays and statutory holidays.

Analysis

19. I find that, given the relatively low number of the incidents, namely 6 in between 2022 to 2023, 1 in April 2022, 1 in May 2022, 1 in August 2022, 1 in November 2022 and 1 in January 2023, the Landlord took all reasonable steps to protect the Tenant from disturbances from the tenant in 1108.

20. They wrote appropriate warning letters, then served the first Notice N5 on January 16, 2023, which resulted in undisturbed days and nights until the Tenant vacated the unit. Since there were no further complaints or noise incidents after the N5 Notice was served, I find it reasonable for the Landlord to conclude that noise had stopped and no further legal action was taken to terminate the tenancy.
21. Additionally, I am persuaded by the testimony of the Landlord's Agent that the Tenant was aware when she moved into the rental unit in April 2022, that the residential complex was undergoing construction. I find that the Landlord took the appropriate actions when the Tenant complained by sending an agent to ensure all work was completed in a timely manner in accordance with their notices. In addition, I accept that the Tenant's own testimony provided that the noise only lasted a maximum of 30 minutes suggesting that the Landlord addressed the complaints in a timely manner.
22. I also find that the Toronto's by Law allows all construction to take place between the hours of 7:00 a.m. to 7:00 p.m. during the weekdays and on Saturday.
23. On the basis of the testimony provided by both parties, I find that the Landlord was not in breach of s.22 of the Act. Where an alleged interference is caused by work being done by a landlord in a residential complex, section 8 of the Ontario Regulation 516/06 must be applied. Section 8(3)(b) states that an interference is not 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 or residential complex by the tenant.
24. In this case, the work was carried out at reasonable times pursuant to and in accordance with the Toronto noise By Law Chapter 591-2.3. I also find that the duration of the construction noise was reasonable, and the Tenant knew that she was moving into a building that was not yet completed with ongoing construction.
25. Accordingly, the Tenant's application must be dismissed.

It is ordered that:

1. The T6 application is withdrawn.
2. The Tenant's application is dismissed.

February 5, 2026
Date Issued

Vinuri Sivalingam
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.