



Order under Section 69 / 89 Residential Tenancies Act, 2006

Citation: THE VALIANT GROUP OF COMPANIES v GOOD, 2026 ONLTB 11339

Date: 2026-02-09

File Number: LTB-L-104331-25

In the matter of: 1910, 177 NONQUON RD
OSHAWA ON L1G3S2

Between: THE VALIANT GROUP OF COMPANIES Landlord

And

LAURIE GOOD Tenants
CHRISTINA SNIDER

The Valiant Group of Companies (the 'Landlord') applied for an order to terminate the tenancy and evict Laurie Good and Christina Snider (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord claimed compensation for each day the Tenants remained in the unit after the termination date.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex.

This application was heard by videoconference on January 26, 2026. The Landlord's Agent, Derrick DePass ('DD'), the Landlord's witnesses, Danielle Holinaty ('DH') and Caroline Wilson ('CW'), and the Tenant, Laurie Good ('LG'), attended the hearing.

Determinations:

Preliminary Issue – Service of N5 Notice

1. According to the certificate of service filed with the Board, DH served the Tenants with a copy of the N5 notice of termination (the 'N5 Notice') on December 1, 2025 by placing the notice under to rental unit door.

2. At the hearing, LG stated that the N5 Notice was not served properly as it is not possible to slide papers under the rental unit door as they had installed weather stripping and/or some form of insulation around the door and so there was no space.
3. DH testified that she served the N5 Notice. In this regard, she stated that she put the N5 Notice in an envelope and then went to the rental unit. She stated that she knew it was the Tenants' unit as each unit is clearly numbered. Once there, DH placed the envelope under the door. DH described having some difficulty in getting the envelope to pass under the door and described wiggling the envelope back and forth until it eventually went under the door.
4. Based on the evidence and submissions provided, I was satisfied that the N5 Notice was served on the Tenants in accordance with the Act.

Damages Withdrawn

5. The Landlord's Legal Representative submitted that the Tenants have paid the damages claimed by the Landlord in the application as well as the filing fee. As such, the Landlord no longer wished to pursue the damages portion of the application. Accordingly, the application proceeded to a hearing of the merits of the remaining issues, i.e., the allegations that the Tenants', their occupants and/or guests substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.
6. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, having considered all the circumstances pursuant to section 83 of the *Residential Tenancies Act, 2006* (the 'Act'), the tenancy shall continue provided that the Tenants comply with the conditions ordered below.
7. The Tenants were in possession of the rental unit on the date the application was filed.
8. In summary, the N5 Notice alleges that on several occasions from May 7, 2025 to November 23, 2025, there were loud noises such as banging, yelling and barking coming from the rental unit and, as a result, the Landlord received complaints from other tenants regarding the noise.
9. The Tenants did not stop the conduct or activity described in the N5 Notice within seven days after receiving the N5 Notice (the 'Voiding Period'). Therefore, the Tenants did not void the N5 Notice in accordance with s.64(3) of the Act.

Landlord's Evidence

10. CW is a resident of the residential complex and lives next door to the Tenants. It was her evidence that her bathroom and bedroom are adjacent to the bedroom and bathroom in the Tenants' unit and that she frequently heard noise coming from the Tenants' unit. In this regard, she stated that she often heard children crying, banging, yelling and dogs barking. CW stated that she reported this to the Landlord on several occasions and it was suggested that CW keep a log of the noise disturbances and so she did. Copies of CW's logs were tendered as evidence. The logs provide the dates and a description of the noises heard. The dates and noise described corresponded with the dates and noises described in the N5 Notice.

11. CW continued to keep the log after the N5 Notice was served and this captured the Voiding Period. In this regard, CW noted in her log from December 3, 2025 to December 8, 2025 various instances of kids crying, adult yelling and loud knocking.
12. DD is the property manager and testified that the Landlord received a letter from the City of Oshawa (the 'City') on May 5, 2025 regarding a noise complaint. Specifically, the letter advised that municipal law enforcement received a complaint regarding excessive noise coming from the rental unit, being loud banging. DD stated that a letter was sent to the Tenants on May 8, 2025 regarding the noise complaint. Copies of the letters from the City and DD were tendered as evidence.

Tenants' Evidence

13. LG stated that she has lived in the rental unit for approximately 4 years. She lives there with her daughter and her 2 grandchildren that are 2 and 7 years old. The other Tenant is LG's sister and does not use the rental unit as her primary residence but does stay there from time to time.
14. LG stated that she was not fully aware of the noise issues until she received a call from the property manager as she had been staying with her father who was ill.
15. It was LG's evidence that her daughter and her grandchildren were living with her due to domestic violence and that the Landlord hired her daughter's former partner, which gave him access to the building and the rental unit. This was denied by DD during cross-examination. LG believed that many of the noise issues were related to her daughter's former partner showing up at the unit and harassing her daughter.
16. LG testified that her daughter's former partner was arrested on November 11, 2025 and so any of the noise complained of up to this date was likely started by him. In or around November 23, 2025, LG stated that she began to hear noise, which she described as hammering, coming from the unit below and that she complained about it to property management in early December 2025 as she did not want to be blamed for the noise.

Analysis

17. Based on the evidence and submissions provided, I find on a balance of probabilities that the Tenants, their occupants and/or guests substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another Tenants by making excessive noise at various hours of the day and night.
18. For the most part, LG did not dispute the allegations of excessive noise but did suggest that the noise complained of may have been coming from the unit below from November 11, 2025 onward. The hammering noises described by LG was not the type of noise testified to by CW and as set out in CW's noise log and so I am not persuaded that the noise was actually coming from another rental unit.

Relief from eviction

19. The Landlord's Legal Representative requested a conditional order to address the excessive noise, namely yelling, screaming, banging and dog barking.
20. LG believed that the Tenants and their occupants could comply with a conditional order and expressed a strong desire to continue the tenancy so that she, her daughter and her grandchildren could remain housed.
21. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act, and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act. In my view, the conditions ordered will adequately address the conduct complained of while allowing the tenancy to continue. If the Tenants fail to comply, the Landlord will have swift recourse pursuant to section 78 of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. The Tenants, their occupants and/or guests shall not do any of the following:
 - i. create excessive noise such as yelling, screaming or banging; or
 - ii. permit dogs in the rental unit to bark persistently or for lengthy periods of time.
3. If the Tenants fail to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenants. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenants.

February 9, 2026

Date Issued

Rachel Gibbons

Member, Landlord and Tenants Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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