



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-062630-24

In the matter of: 112, 2 SECORD AVENUE
TORONTO ON M4C 2C3

Between: Leanne Robson
Krista Robson Tenants

and

2 Secord Inc. Landlord

Leanne Robson and Krista Robson (the 'Tenants') applied for an order determining that 2 Secord Inc. (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.

This application was heard by videoconference on January 29, 2026.

The Tenants, the Landlord's agent Shalina Nasser and the Landlord's legal representative Laura Groshok attended the hearing. The Landlord called Noelina D'Souza, Marwan Essa and Ximena David to testify.

Determinations:

1. The Tenants claim the Landlord's failure to enforce its non-smoking policy has substantially interfered with their reasonable enjoyment of the rental unit. They testified tobacco and cannabis smoke emanating from their neighbour's unit enters their rental unit.
2. I find the application must be dismissed because the Tenants have failed to prove on a balance of probabilities that the Landlord has breached its obligation to provide reasonable enjoyment. I find the Tenants' evidence insufficient to prove that there was any contraventions of the Landlord's non-smoking policy and I further find that the Landlord has taken all reasonably necessary action within a reasonable time to ensure the Tenants

could reasonably enjoy their rental unit in the sense explained by *Hassan v. Niagara Housing Authority* (2000)¹ and *First Ontario Realty Corp. v. Appelrouth* (2012).²

3. The Tenants have a detailed log of their concerns showing that from November 16, 2023 to the present (except for a 2-month interval), they lodged frequent complaints on the Landlord's online maintenance portal showing that they smelled marijuana and cigarette smoke emanating from their neighbour's unit. The Tenants' logs or journals also contain notations of various occasions when the Landlord's security guards allegedly confirmed the Tenants' observations by reporting their findings to them. The Tenants testified that in addition to events logged onto the maintenance portal, on two occasions they saw men holding a lit marijuana cigarettes as they exited the neighbouring unit.
4. The Tenant do not dispute the testimony of the Landlord's property manager that she met with the Tenants to address their concerns. But the Tenants feel the Landlord's efforts have fallen short. The air purification device that the Landlord supplied them was overwhelmed by the amount of smoke in their apartment so they stopped using it although they did not alert the Landlord to this failure. The Landlord's maintenance staff who tried to seal potential areas of airflow between the two apartments also fell short because they only sealed the baseboards and a small hole in the cupboard although the Tenants did not mention any other work they ought to have done. They say the experts the Landlord hired to measure the air quality in the rental unit and the neighbouring unit were unskilled because their equipment was not specifically calibrated to detect tobacco or cannabis smoke. They say the Landlord's manager who testified that she too visited the two apartments in response to their complains and observed no smell of smoke in either one or signs of smoking must be misrepresenting the facts.
5. I prefer the evidence of the Landlord on all issues. The Tenants had no corroboration for their allegations. No one else came forward to say they too smelled smoke or saw any smoking inside the residential complex. The Tenants rely on a letter from their doctor based on their self-report. It states that smoke is detrimental to their health but neither the doctor, nor anyone else apart from the Tenants, had smelled the smoke.
6. The Landlord's maintenance staff did not observe any smell of smoke but took measures to ensure there would be no exchange of air between the rental unit and the neighbour's unit. The environmental engineers hired by the Landlord measured the organic particulate matter in the rental unit, the neighbouring unit and in the corridor separating them. Although they were not tasked with detecting smoke in particular, they observed that the total level of organic pollutants in the rental unit was significantly higher than in the corridor or in the neighbouring unit. The expert testified that if there had been an exchange of air between the two units, one would expect the measures to approach equilibrium as the compounds would eventually flow from space to the other. That they showed such disparate readings suggests that there was no measurable air flow between the two apartments. Their measurements showing the air in the corridor had far fewer organic particles in it also suggests that the building's ventilation system is supplying fresh air to the corridors as it is designed to do.

¹ 48 R.P.R. (3d) 297 at para. 16 (Div. Ct.).

² 2012 ONSC 2545 at para. 25 (Div. Ct.).

7. In addition to the above measures, the Landlord also cautioned the neighbours about smoking inside the residential complex up to the point of serving voidable notices of termination on them. The Landlord showed me logs of their security personnel who investigated the Tenants' complaints of smoke by attending the neighbouring unit to check for smoking. No evidence of smoking was found.
8. The Tenants showed me notices posted in the residential complex and asked me to take this as circumstantial evidence that the Landlord has admitted to a complex-wide smoking problem. The language of the notice is consistent with the testimony of the Landlord's property manager that they posted these notices in response to the Tenants' concerns not as an admission that they had observed any signs of anyone smoking in the residential complex for they had not.
9. I find therefore that the Tenants have failed to present sufficient proof on a balance of probabilities that anyone was violating the Landlord's non-smoking policy or that the Landlord has failed to take all reasonable measures in the circumstances to provide them with reasonable enjoyment of their rental unit.
10. Therefore, the application must be dismissed.

It is ordered that:

1. The application is dismissed.

February 6, 2026
Date Issued

Nersi Makki
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.

