



Order under Section 30 Residential Tenancies Act, 2006

Citation: Lawrence v Benda, 2026 ONLTB 14549

Date: 2026-02-18

File Number: LTB-T-054976-25

In the matter of: A, 1557 BELCOURT BLVD
ORLEANS ON K1C1M3

Between: Megan Lawrence Tenant
Jay Bowie

And

Marie-Chantal Benda Landlord

Megan Lawrence and Jay Bowie (the 'Tenant') applied for an order determining that Marie-Chantal Benda (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 February 10, 2026.

Only the Tenants attended the hearing.

The Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

Determinations:

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

Substantial interference/Harassment:

2. The Tenants were approached by the Landlord on the residential complex on August 18, 2024, October 23, 2024 and February 28, 2025 when she engaged in conversations about the Tenants' plans about buying a house, their personal finances, and the Landlord's plans

to sell the residential complex. The Tenants did not like the Landlord approaching them talking about the same issue and they felt those conversations was harassment.

3. I find the Tenants did not prove the Landlord harassed or substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. The repeated conversation about personal issues, even if it happened every time, they saw each other doesn't rise to the level of substantial that the Landlord's conduct materially and significantly disrupted the Tenants' use of their rental unit or complex. The Tenants testified the conversations were not confrontational. Therefore the interaction never escalated, nor did it impacted or interfered with the Tenants' privacy or affect the Tenant's negatively. Based on the evidence, it appears the conversations seemed to 'plant the seed' that led the Tenants from thinking to actually purchase their own home. The Landlord also lives in the complex and these conversations according to the Tenants were ad hoc and not planned. As such, there was no evidence that the Landlord ought to have known that her topic of conversation was unwelcomed. The Tenants also testified they started avoided the Landlord which mitigated against any impact of dislike about the topic of their conversation.
4. On July 3, 2024, and November 1, 2024, the Landlord and/or Realtor entered the rental unit to assess the property value. On April 16, 2025, a lockbox was placed at the entrance door of the rental unit and the Landlord followed up with a letter given on April 17, 2025 about 'notice of sale'. The Tenants testified the Landlord created an illusion that the property was going to be listed for sale. I find the sequence of events and decision the Tenants made do not establish that the Landlord harassed or substantially interfered with the Tenants' reasonable enjoyment of their rental unit or lawful rights or lawful rights. The Tenants testified they voluntarily vacated the rental unit because they entered into a purchase and sale agreement which closed on May 15, 2025, which is the same day the tenancy terminated. Whether the Landlord elected to sell or rent the unit after they vacated in my view is irrelevant because this is not an application under section 57 of the Act.
5. The Tenants testified about noise from construction work in a lower unit in the residential complex on August 16, 19, 22, 28, 29, 30 and September 3, 2025. The Tenants indicated the Landlord provided no notice about the work. The Tenant works from home and excessive drilling noise varied in duration from 20 minutes to a few hours which interfered with the Tenant's quiet enjoyment of the rental unit. I'm not satisfied the Tenants produced enough evidence to establish the interference reached the level of substantial as required under the Act. It's unknown whether the work related to major capital renovations, therefore section 8 of the Regulations was not considered. It's also unknown whether the Tenants made a complaint to the Landlord about that noise or whether the noise was unreasonable or persistent based on the work that was performed. Under the Act, a landlord is responsible for maintaining the residential complex, therefore noise that may be associated with repair or maintenance would not be considered unreasonable unless the noise disturbance was excessively loud and persistent and outside city by-law time restrictions. In this case, there was no evidence that the noise was made at night or early in the morning. The level of the drilling noise outside the scope of what is reasonable was not established. There are multiple units in this complex therefore some level of noise ought to be expected, hence drilling noise is also not indicative of interference that is substantial.

6. Water from heavy rainfall and snow thaw entered the basement portion of the rental unit on March 18, 2025. The Tenants noticed the water and acted quickly to mitigate the damage to the rental unit and the water did not damage the Tenant's property. I do not find the Landlord substantially interfered with the Tenants use of the rental unit because this was an isolated incident and a latent defect that the Landlord wouldn't have known about or could have prevented. The Tenants also testified the Landlord responded immediately after being informed of the flood and took appropriate, timely and action with the insurance company, therefore the Landlord didn't ignore their maintenance responsibility. The Tenants elected not to use the space after the flood, even though there were no further incident of flood after March 18, 2025, it was not a result of the Landlord's direction, actions or inaction.

It is ordered that:

1. The application is dismissed.

February 18, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.