



Order under Section 31 Residential Tenancies Act, 2006

Citation: Kerzner v 101 ST. CLAIR RENTAL GROUP INC, 2025 ONLTB 91157

Date: 2026-02-24

File Number: LTB-T-049941-22

In the matter of: 501, 101 ST CLAIR AVE W
TORONTO ON M4V0A2

Between: David Kerzner Tenant

And

101 ST. CLAIR RENTAL GROUP INC Landlord
Kipling Residential Management Inc

David Kerzner (the 'Tenant') applied for an order determining that 101 ST. CLAIR RENTAL GROUP INC and Kipling Residential Management 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.

This application was heard by videoconference on October 24, 2025.

The Landlord's Representative Sean Beard, the Landlord's Agent Amanda Boyle, the Tenant's Representative Elaine Page and the Tenant attended the hearing.

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

Tenant's Evidence

2. The Tenant testified that he moved into his rental unit in late 2020 and chose the building because he was told it was a quiet building.
3. The Tenant testified that after bringing complaints to the concierge, he sent an email to the Landlord on December 10, 2021, telling them about the neighbor's dog and his multiple noise complaints due to the dog barking and howling continuously and his request for a meeting to address the situation.

4. The Tenant testified about the emails and communications between himself and the Landlord on December 12 and 20, 2021, February 9, 10 and 22, 2022, March 5, 13, 20, 21, 24 and 31, 2022, April 19, 2022, May 24, and 25, 2022, June 3, 5, 10, 11, and 15, 2022, July 7, 10, 12, 16, 18, 20, 24 and 25, 2022, August 25, and 31 and September 4 and 6 2022. Copies of the emails were submitted as evidence.
5. The Tenant testified that these emails and communications repeatedly addressed loud howling, banging, knocking, barking, running, balls bouncing, and the dog crying. He further testified that he repeatedly offered different solutions, asked for meeting and mediation but nothing was done.
6. The Tenant testified that he and the other tenant who owned the dog shared a balcony and on February 10, 2022, he made a complaint to the Landlord because the other tenant's balcony was caked in dog poop. He further testified that another tenant below had also emailed the Landlord about this because the dog owner was sweeping the poop off their balcony onto her terrace.
7. The Tenant testified that on June 5, 2022, the owner of the dog threatened him, resulting in the police being called and him being deeply distressed.
8. The Tenant testified that because of the dog's constant barking, he was frustrated, unable to enjoy his unit, suffered from headaches, unable to sleep and it took a toll on his health.
9. Under cross-examination, the Tenant testified that after the other tenant threatened him, there were no further similar issues, the Landlord's staff had addressed the issues with the other tenant, the other tenant had installed carpet to address the noise, that security had attended his unit and hallway and were unable to confirm the noise complaints. He further agreed that the Landlord had served the other tenant an N5, offered a transfer of unit and took steps to address the noise complaints.

Landlord's Evidence

10. The Landlord's Agent Amanda Boyle (AB) testified that she was the fulltime onsite Community Manager of the residential complex made up of 229 units.
11. AB testified that the Landlord became aware of the Tenant's complaints in December 2021, started addressing the issues in January 2022. Copies of the communications were submitted as evidence.
12. AB testified that there was the one-time issue of the dog pooping on the balcony, but the issue was addressed and there were no further complaints from the Tenant or the tenant below.
13. AB testified that they had met with the Tenant to address his complaints, responded to his emails and took action with the owner of the dog by meeting with him to address the noise, have him install carpet, a two-way camera so he could talk to the dog when not in the unit, and serve him with an N5 notice.
14. AB testified that they responded to all of the Tenant's complaints and took the steps to try to confirm the complaints and address the issues.

15. AB further testified that there were no complaints from any other tenants about the barking or noise that the Tenant was complaining about.
16. AB testified that the Landlord did not take any additional steps to address the threat to the Tenant by the dog owner, as the police had attended and advised both parties not to have any communication with each other.

Analysis

17. The law does not prohibit a tenant from having a dog. What the Act requires is that if other tenants are disturbed by a resident's pet, the Landlord must take steps to prevent such disturbances.
18. Based on the evidence and testimony before me, I find that the Landlord has been diligent throughout the period in question to follow up with the Tenant's complaints and take steps with the dog owner to reduce the noise, such as installing the carpet and using two-way cameras.
19. Although at the hearing, the Tenant maintained that the dog's barking was continuous, security responded to the complaints and heard no noise and no other tenants in the building ever complained about the alleged barking, howling and noise.
20. People living in multi-unit residential complexes must accept that they will hear a certain amount of noise.
21. Therefore, I find no merit to the Tenant's claim that the Landlord substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
22. 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 and oral testimony when making my determinations.

It is ordered that:

1. The Tenant's application is dismissed.

February 24, 2026
Date Issued

Brenda Mercer
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.