



Order under Section 69 of the Residential Tenancies Act, 2006

Citation: Signet Group v Jardine, 2026 ONLTB 18205

Date: February 26, 2026

File Number: LTB-L-042788-24-HR

In the matter of: 901, 1251 King Street West
Toronto, ON M6K1G7

Between: Signet Group Landlord

and

Alfred Jardine and Corinne Lowe Tenants

WRITTEN HEARING ORDER

Procedural History of Application

Signet Group (the 'Landlord') applied in a N5-based L2 application seeking an order to terminate the tenancy and evict Alfred Jardine and Corinne Lowe (the 'Tenants') because the Landlord claimed that the Tenants or someone visiting or living with them, substantially interfered with another tenant's or the Landlord's reasonable enjoyment of the residential complex, and/or someone's lawful rights, privileges, or interests. The Landlord also claimed daily compensation for each day the Tenants stay in the rental unit after the termination date provided in the notice of termination.

The L2 application was scheduled to be heard by videoconference on November 27, 2024. The virtual hearing Member T. Hunt adjourned the hearing because she changed the hearing format from virtual/electronic to a written hearing, in order to accommodate the Tenants' medical issues. Member Hunt issued interim order LTB-L-042788-24-IN on December 5, 2024 (the 'Interim Order'), setting out the deadline for parties to object to the written hearing format, and issuing various disclosure deadlines for the parties to submit their evidence and make their written submissions.

DETERMINATIONS:

Preliminary Issue – Landlord's Objection to Written Hearing Denied

1. The Interim Order provided until December 13, 2024 for either party to object to the written hearing format.
2. On December 14, 2024 the Landlord's legal representative Eric Steiman (paralegal) submitted by email to the LTB the Landlord's objection to the written hearing and a request to extend time.

3. The legal representative explained in the request to extent, that he had experienced technical internet difficulties on the day the objection was due. I note the delay was a short one (less than 24 hours, into a weekend) which did not prejudice any party, so the request to extend is granted.
4. For the reasons below, the Landlord's request to change the hearing back to a virtual/electronic hearing is denied.
5. The objection questioned the severity of the Tenant's seizures during the November 27, 2024 hearing. It was claimed that if the seizures had been so severe, an ambulance should have been called.
6. The Landlord submitted video footage from the residential complex on the day of the hearing, which purported to show the Tenant returning to the complex from their counsel's office, laughing and clapping their hands. It was submitted that this behaviour was consistent with someone who had just "gamed the system" rather than someone in acute medical distress.
7. I defer to the observations of the virtual hearing member on November 27, 2024. She was in the best position to determine the credibility of how the Tenant presented during the hearing. The Member noted in her Interim Order that she witnessed the Tenant (CL) have a medical episode where it became impossible for the Tenant to speak, sit still, comprehend instructions, and communicate effectively with their legal representative.
8. The hearing Member's discretion and her determine - that it would be inappropriate and significantly prejudicial to require the Tenant's electronic participation - should be given significant deference since the Member witnessed the Tenant's presentation at the hearing first-hand.
9. The Landlord's legal representative alleged that later in the day the Tenant returned to the residential complex and was seen on video appearing to be laughing and clapping their hands. Even if this was observed on video, it does not negate how the Tenant presented during the virtual hearing. The hearing Member determined that the Tenant experienced challenges with communication and comprehension at the hearing.
10. People are expected to behave differently under stressful situations (such as during an adversarial hearing), versus situations where they may be more relaxed (such as when they are walking into their home). It is merely speculation for the Landlord to allege that the Tenant was "gaming the system" simply because they were filmed in a more relaxed state, while they were not in a hearing, and while they were not suffering from a medical episode. It is apparent from the hearing Member's findings that she witnessed a medical episode during her hearing block.
11. The hearing format should only be changed if there is a good reason to do so. I find that there has been no evidence presented by the Landlord to prove a good reason exists to change the format back to virtual. The accommodation request was granted by the hearing Member to ensure the Tenant has a reasonable

opportunity to participate in the proceedings. I find no reason to change the format at this stage.

12. The Landlord's objection to the written hearing format is but denied. The L2 application was therefore resolved as a written hearing.

Preliminary Issue – Landlord's Request to Extend Time Granted

13. On January 24, 2025, the Landlord's legal representative submitted a request to extend the deadline for the Landlord's reply submissions to February 21, 2025, due to his recent caregiving obligations, provided to an immediate family member post-surgery.
14. The request noted the change in format to written hearing was granted to the Tenants to accommodate them, at the objection of the Landlord. It was submitted that there would be no prejudice to any party if the Board were to grant the Landlord's request for extension.
15. I find that the request is made in good faith. The Landlord's legal representative's explanation is reasonable for why they are asking for an extension. The requested extension of approximately 1 month is not too long, and it will not unduly delay the proceedings or prejudice any party. The request is therefore granted.

Preliminary Issue – Tenants' Request to Dismiss Denied

16. When the Landlord missed the submission deadline of January 24, 2025 for reply evidence and filed the request to extend, the Tenants followed with a request to dismiss the application.
17. Counsel Samuel Mason from Parkdale Community Legal Services on February 27, 2025, wrote that the Landlord (who is represented by counsel), failed to provide written submissions by the December 20, 2024 deadline (although the landlord uploaded a large file of unorganized documents in to the Portal on December 20, 2024). It was also noted that the Landlord failed to file reply submissions by January 24, 2025, instead filing a request to extend the deadline; and failing to comply with that deadline as well.
18. It was submitted that the Tenants seek certainty and accountability in the Board's proceedings, so the Board should dismiss the Landlord's application as abandoned.
19. The Landlord's legal representative Eric Steiman wrote an objection on February 28, 2025 to the Tenants' request to dismiss. It was submitted that they have been working diligently on obtaining the written testimony of the witnesses but that some of the Landlord's witnesses suffer from mental health conditions, making it difficult to obtain the necessary documents.
20. In the same vein that the hearing format was changed to accommodate the Tenants' health issues, the Landlord's representative submitted the witnesses were ready to testify at the virtual hearing but were unable to do so because of

the Tenants. It was claimed the Tenants should not be able to “weaponize” the accommodation by demanding a dismissal. The witnesses’ written testimony would be ready to upload later that day. It was also claimed the Tenants’ request to dismiss was not served on the Landlord or their representative.

21. When I consider the procedural history of this application, I find it appropriate to consider everything in context and to err on the side of being lenient in considering requests for extension of time.
22. The hearing format was changed to accommodate the Tenants. The Landlord is seeking an eviction in this application for what they allege in the N5 Notice are “at-fault” behaviours. The delay in resolving the application was started by the cancellation of the virtual hearing and change to written hearing format, to accommodate the Tenants.
23. The same way that the Tenants’ medical episode at the virtual hearing caused some delay to the file, the Landlord’s legal representative’s caregiving obligations and witnesses’ mental health issues may have also caused some delay in meeting the Landlord’s reply submission deadline from the Interim Order.
24. The amount of extension requested by the Landlord’s side is not unreasonable in the circumstances. Rule 1.6 of the Board’s *Rules of Procedure* affords me liberal discretion to conduct the proceeding in a manner that is expeditious and fair. I may waive or vary any provision of the Rules and may lengthen or extend any time limit except where prohibited by legislation or a specific Rule.
25. The potential prejudice to the Landlord may be significant if the matter is dismissed as abandoned at this stage.
26. It is not as if the Landlord submitted nothing at all for the written hearing. The Landlord met the first submission deadline. Contrary to the Tenants’ lawyer’s submission that the Landlord failed to meet the December 20, 2024 submission deadline, the file contains a Certificate of Service that the Landlord served their evidence on December 20, 2024 to the Tenants’ representative by email.
27. The applicant’s initial disclosure is more important in my opinion, than any submissions or evidence made in response. A party may even choose not to make any response if they deem it is unnecessary. I disagree with the Tenants’ lawyer, that the Landlord “abandoned” the written hearing. The Landlord clearly intended to participate and did upload various documents to the LTB portal on December 20, 2024, and served the same documents on the Tenants’ representative. In my view this clearly demonstrates that the Landlord is participating in the written hearing process. It was only the response submission deadline which was requested to be extended.
28. I find that the Landlord’s legal representative provided reasonable explanations to explain the delay. Some of their witnesses have mental health issues, and he had unexpected caregiving obligations after a family member’s surgery. The Landlord’s legal representative has been working to gather the necessary documents and evidence from such witnesses. The delay was only a little over a month.

29. I find it would be fair in the circumstances, to remain flexible and attuned to all parties' health issues, disabilities, and unexpected life events. To ensure all parties have a fair opportunity to reasonably participate in the proceedings, the Tenants' request to preliminarily dismiss the application is denied.

Documents, Evidence, and Submissions Relied On

30. The Interim Order required all testimony for the written hearing to be filed and served in the form of affidavits or declarations, with any documentary evidence attached as exhibits. Each party was ordered to clearly label and add page numbers to their documents. The Interim Order also required a Certificate of Service ('COS') to show that the other side was served. As per Rule 3.8 of the *Rules*, a COS should be submitted to the LTB within 5 days of service.
31. I note that both sides did not comply with the requirement for a COS regarding their response submissions. Each party only included a COS for their initial submissions. Despite the lack of COS, I was satisfied the parties met their disclosure obligations and timelines. It was apparent from the submissions of each legal representative that they saw each other's response submissions in the portal and responded accordingly by addressing the evidence. I have waived the requirement for the COS with respect to the response submissions because it was not prejudicial to any party.
32. It is logical that the Tenants' reply submissions (submitted March 27, 2025) were beyond the deadline of February 7 2025 from the Interim Order, because they were responding to the late filing of the Landlord's witness A. Chapelle's affidavit filed March 1, 2025.
33. I note that there was one document submitted by the Landlord just over 2 months after their response submissions: "Closing Submissions" submitted May 6, 2025 (DOC-5564537). There was no invitation in the Interim Order for parties to make a closing submission. There was also no proof of service by a COS that the document titled "Closing Submission" was served by the Landlord on the Tenants or their legal representative. Since the Tenants' reply submission was closed, I would not assume the Tenant's legal representative saw the Landlord's "Closing Submissions" in the portal in May, 2025. The nature of the submissions made in this document seem to speak to section 83 (relief from eviction) and the Landlord's request for a termination of tenancy order, along with the Landlord's vehement objection to a conditional order. I did not consider this document as it would be procedurally unfair to do so.
34. With respect to the manner in which written submissions were made, the Tenants' legal representative objected to the Landlord uploading and serving only documents rather than making submissions. It was noted that the Tenants have had to defend against an application for which there were no proper written submissions made.
35. I do not find the lack of official-looking submissions to be prejudicial in this matter. Unlike a court, this tribunal is not as strict when it comes to accepting

evidence and documents. Board members often accept evidence and documents in various different forms.

36. In this matter there are 2 licensed legal representatives rather than lay parties on their own. There was no requirement in the Interim Order or any *Rules* at this Board, for official written submissions to be made in any specific format for a written hearing. I accept that the parties could rely on the documents served and filed for this application.
37. For the Landlord's case, I considered:
 - the N5 Notice of Termination (with termination date June 5, 2024) and the Certificate of Service showing it was given to the Tenants;
 - the L2 application filed on May 30, 2024;
 - the documents the office of the Landlord's legal representative submitted into the portal before the virtual hearing: November 20, 2024 (DOC-4549873 – 2 pages, soundproofing quote & DOC-4549774 – 85 pages, various emails) and November 21, 2024 (DOC-4552122 – 7 pages, additional complaints, emails);
 - the objection to written hearing submitted December 14, 2024;
 - the documents the office of the Landlord's legal representative submitted into the portal by the submission deadline of December 20, 2024: "New Additional Disclosure of the Landlord" (DOC-4733613 – 6 pages further complaints and emails) and the Certificate of Service showing it was given to the Tenants by email to their legal representative on December 20, 2024;
 - the request to extend deadline submitted January 24, 2025;
 - "Objection to Request for Dismissal" (DOC-5140537);
 - "Sworn & Commissioned Affidavit of A. Chappelle" submitted March 1, 2025 (DOC-5148988 – 6 pages); and
 - "Sworn Affidavit of Alexandra Chappell March 1, 2025" submitted March 1, 2025 (DOC-5148961 – 6 pages).
 - "Closing Submissions" submitted May 6, 2025 (DOC-5564537) was not considered because it was not an allowable response submission, there was no request to extend time, and there was not proof of service on the Tenants
38. For the Tenants' case, I considered:
 - the documents Parkdale Community Legal Services submitted into the portal before the virtual hearing: November 20, 2024 (DOC-4549205) and November 26, 2024 (DOC-4584721 – book of authorities, 106 pages of 3 decisions & DOC-4584734 – revised book of authorities, 106 pages of 3 decisions);
 - the documents Parkdale Community Legal Services submitted into the portal by the submission deadline of January 10, 2025: "Tenant's Written Submissions" (DOC-4825879 – 4 pages), "Tenant's Evidence Brief" (DOC-4825877 – 17 pages) and the Certificate of Service showing it was given to the Landlord by email to their legal representative on January 10, 2025;
 - "Request to Dismiss" submitted February 27, 2025 (DOC-5134834); and
 - "Tenant's REPLY Submissions" submitted March 27, 2025 (DOC-5326019).

The L2 Application – Substantial Interference Not Proven

39. For the reasons explained below, I find that the Landlord has not proven on a balance of probabilities, that the Tenants substantially interfered with anyone. Therefore, the application will be dismissed.
40. I am satisfied that the Landlord served the Tenants with a valid N5 Notice in accordance with section 64 of the *Residential Tenancies Act, 2006* (the 'Act'). The N5 Notice alleged that the Tenants or someone visiting or living with them has substantially interfered with the Landlord's or another tenant's reasonable enjoyment of the residential complex, and/or with their lawful rights, privileges, or interests.
41. A document titled "Details about the reasons for this N5 Notice – Schedule A" was included with the N5 Notice, which listed numerous incidents between May 5, 2023 to May 3, 2024. All of the complaints were about loud noises coming from the rental unit late at night or early in the morning. The types of loud sounds included the TV on at high volume, yelling, singing, screaming, and party sounds. The notice also alleged police were called for various incidents. The notice also claimed the Landlord conducted an inspection on or about April 19, 2024, during which the rental unit was observed by be cluttered with large furniture, boxes, and other household items in the living room. The kitchen cabinets were stained with grease, the stove, floors, and walls in the kitchen were also alleged to be in an unclean state.
42. The N5 Notice is considered a "first N5" as it stated on the first page that the Tenants have 7 days to stop the activities or correct the behaviour to avoid eviction.
43. Based on the Certificate of Service filed, I am satisfied the N5 Notice was given to the Tenants on May 3, 2024 by Tony Dociak handing the N5 to the Tenants.
44. I am satisfied that the Tenants received at least 20 days of notice as required by section 64(2) of the *Residential Tenancies Act, 2006* (the 'Act'). The termination date provided on page 1 of the N5 Notice was June 5, 2024. I am also satisfied the N5 Notice complied with all requirements of section 43 of the Act.
45. Based on the N5 Notice being served on the Tenants on May 3, 2024, the 7 day voiding period was between May 4 to May 10, 2024.
46. The L2 application was filed on filed on May 30, 2024. I am satisfied that this was after the voiding period from the N5 Notice, and within 30 days of the termination date as required by section 69 of the Act.
47. In the Affidavit of Alexandra Chappell sworn March 1, 2025, she deposed in paragraph 1 that she is a tenant of unit 902, a neighbour to the Tenants in unit 902. She testified about making several noise complaints about the Tenants for several years since the beginning of her tenancy in May 2021.
48. Specifically, A. Chappell deposed in paragraph 12 (ff) (i) that on May 7, 2024 at 11:14pm, she was disrupted by substantial noise emanating from the rental unit. I

am satisfied from the affidavit of A. Chappell, that the Tenants continued to make noise during the voiding period.

49. After the voiding period, it is alleged that the Tenants continued the behaviour of making loud noises from the rental unit, therefore they did not void the notice. After the voiding period ended on March 10, 2024, there continued to be various emails from Ali in unit 902 of noise complaints coming from unit 901 which spanned from May 13, 2024 to November 10, 2024. The complaints were similar to those made in the N5 Notice – noise complaints late at night, loud sounds of people in unit 901 blasting the TV, screaming at each other, and yelling. Ali claimed they cannot use the bedroom as it is too close to the noise, thus sleeps near the kitchen (which at one time was recently sprayed for pests in one of the emails). Proper soundproofing between the units was requested repeatedly.
50. The Landlord's disclosure for the virtual hearing included a purchase order and quote for soundproofing in unit 902 from Modern Pro Contracting Inc. Alexandra Chappelle indicates in her affidavit that soundproofing was installed in August, 2024. Thereafter, the emails of Ali in unit 902 around the time of October 14, 2024 onwards, indicate "...even with the 5 inches of soundproofing the people in 901 still so loud...". Ali's email of October 25, 2024 states "...I can hear them through the concrete and sound proofed wall. It's so loud." I am satisfied the Landlord installed soundproofing in August 2024; but that Ali continued to email the Landlord of loud noises coming from unit 901 late at night despite the soundproofing.
51. While it is not specifically noted in the Landlord's submissions, I assumed "Ali" is one and the same as "Alexandra" in unit 902.
52. The Landlord also submitted a prior LTB consent order, in which the parties (in 2022) resolved a prior application. I did not find this fact particularly relevant to proving the Landlord's claims in this application. I imagine the prior order was submitted to speak to denying relief from eviction.
53. The Tenants submitted that the Landlord has not proven its case on a balance of probabilities because the Landlord's disclosed evidence is entirely hearsay. Specifically, emails from another tenant, sent to the Landlord's staff or agents, without knowing who is presenting the information, amounts to hearsay. The decision *Manikam v. Toronto Community Housing Corporation "Manikam"*, 2019 ONSC 2083 was referenced to show the Divisional Court has cautioned against the dangers of admitting hearsay evidence at the Landlord and Tenant Board.
54. The Tenants also submit that the email complaints of Ali are derogatory, offensive, and harbours malicious views of the Tenants. Further, it is noted that no other complaints from any other tenants in a large apartment building were filed. The Tenants point to the lack of evidence of any third-party or objective investigation into the nature or degree of the noise (if there is any at all).
55. With respect to cleanliness, the Tenants submit that the Landlord has failed to prove the conditions amount to *substantial* interference, and that no direct evidence was tendered by the Landlord.

56. The Tenants submitted their own affidavits (both from Alfred Jardine and Corinne Lowe), along with a photo of the rental unit on January 10, 2025, an audiologist report, and a doctor's letter.
57. The Tenant Alfred Jardine deposed that he is Corinne's primary caregiver and he himself has serious health issues. He has no relationship with the complainant in unit 902 and has no hostility towards her. Since learning about her noise complaints, he has done a number of things to reduce noise, such as moving the TV further away from their shared wall, no longer using the television speakers, using smaller and quieter computer speakers to watch TV, and lining milk crates along the shared wall to try and muffle sound. He also denies his unit is too cluttered or too unclean.
58. The Tenant Corinne Lowe re-iterated some of the submissions made by Alfred Jardine – that she does not have any relationship with the neighbour in unit 902 and has no hostility towards her.
59. Both Tenants speculate their neighbour has a fixation on them and suffers mental health issues, like themselves.
60. I admit that substantial interference claims based on loud noise complaints are difficult to adjudicate if the nature of all the evidence is "he said, she said". Much like smells and odours, sounds (and the level required to render a sound to be perceived as "loud" or not) are very subjective to different people.
61. My challenge in this application was that only one complainant (albeit the direct neighbour of the Tenants) made numerous complaints on a regular basis over several months and years. While I do not doubt that the resident in unit 902 experienced the sensation of loud noises, which distressed her and impacted her ability to work, live, and sleep, I am not convinced by the evidence that the Tenants caused the loud noises or had a messy apartment. Even if they did, the Landlord has not proven such noise or mess were a substantial interference.
62. Sounds can be objectively measured by decibel recordings. I was presented with no objective measurements or recordings in the Landlord's evidence.
63. Applicable bylaws may prohibit loud noises at certain times of the day or night. I was presented with no bylaws for this region, or any timeframes where certain sounds are prohibited. I was presented with no city citations, complaints from any other authorities or people, other than the Tenants' direct neighbour.
64. When neighbours are living in high density urban settings, a certain level of noise, smells, and sights are to be expected. It is not uncommon for neighbours in urban areas to clash or disagree about a reasonable or acceptable level of noise. Some things may be offensive to some people, while causing no bother to others. Sounds like the TV being on, music playing, or people yelling or screaming at each other, are unfortunately some of the daily living noises one expects to encounter when living in a residential complex like the subject building.
65. Although I was moved by the regularity and large volume of complaints made by the resident in unit 902, the quantity alone did not prove on a balance of

probabilities that the Tenants are actually emanating any loud noises or have too much clutter or garbage in their unit.

66. If the resident in unit 902 has any mental health issues, or is particularly sensitive to stimulus, her sheer number of complaints only shows me that she experiences the world around her in a way that feels offensive to her. She has attributed the source of the offensive complaints to the Tenants; however, her numerous complaints alone do not prove that the neighbouring Tenants did in fact make any noises – loud or otherwise.
67. It may have been a stronger case had the Landlord submitted any other corroborating evidence (such as the police getting involved, laying any charges, any bylaw infractions, any additional neighbours or witnesses making similar complaints, or audio/video recordings).
68. Even with the soundproofing installed by the Landlord for the complainant's unit, I am not satisfied the Tenants actually caused any substantial interference. Landlords have a duty to accommodate tenants to the point of undue hardship.
69. The suicidal ideation of the complainant does not actually show the Tenants caused anything. As noted above, sensitivity to sound is a subjective element for all of us. Some people can sleep with substantial noises around us, while others are hypersensitive to even the faintest sounds. Some people may even hallucinate auditory sounds when there are in fact no sounds. Some people have mental illnesses or health conditions (like tinnitus) where they hear sounds the rest of us do not.
70. Overall, when I consider the totality of evidence presented by the Landlord, it was not proven on a balance of probabilities that there were in fact loud sounds or messes coming from the Tenants' rental unit, at a level which would be a substantial interference to anyone else.
71. As a result, the application is dismissed.

IT IS ORDERED THAT:

72. The L2 application was not proven, thus it is dismissed.

February 26, 2026
Date Issued

Michelle Tan
Vice Chair, Landlord and Tenant 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.