



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-022664-24

In the matter of: Upper Unit, 11 GERTRUDE ST W
NORTH BAY ON P1A1J2

Between: Courtney Audette
Maxwell Church
Tenants

And

Sandra Storie
Landlord

Courtney Audette and Maxwell Church (the 'Tenants') applied for an order determining that Sandra Storie (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

This application was heard by videoconference on March 5, 2025.

The Landlord and the Tenant, Courtney Audette, attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony, and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

Determinations:

1. As explained below, the Tenants did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. The Tenants allege that the Landlord substantially interfered with their reasonable enjoyment of the rental unit or residential complex by failing to take adequate steps in a timely manner to deal with a problematic tenant living in the lower unit; the Landlord's niece (the 'problem tenant').
3. The residential complex is described as a detached house with two rental units: the upper unit comprising the ground floor, and the lower unit in the basement. Each unit has two bedrooms and two bathrooms, and there is a communal entrance to the building. The backyard is only accessible from the rear door of the upper unit, so the downstairs tenant does not have access to it.

4. The Tenants moved into the rental unit on March 1, 2024 with their two young children aged 7 and 9 years old at the time. The Tenants allege the disturbances began on March 10, 2024 through to May 18, 2024. The Tenants then vacated the unit on May 31, 2024.
5. The Tenant testified regarding six separate incidents that occurred during the above noted time period at the residential complex. Common issues included the Tenants hearing the problem tenant screaming, yelling, crying, throwing things, and playing loud music late at night. Sometimes the behaviour would last for a few minutes, while other times it would last for hours. There was also a volume of frequent traffic in/out of the problem tenant's unit, with her screaming at them to the point where the Tenants became so frightened that they called the police on at least three occasions. Police also conducted wellness checks on the problem tenant during two of the incidents. The problem tenant would scream about people stealing or hiding things from her, and the police would attempt to de-escalate the situation.
6. The Tenant testified they would text the Landlord each time the problem tenant would cause a disturbance. The first time the Landlord apologized, informed the Tenant that she spoke to the problem tenant, and asked the Tenants to tell her if it happened again. The second time, the Landlord replied she would check in on the problem tenant and asked the Tenants to call the police next time. During a later incident in May 2024, the Landlord asked the Tenants to ask the problem tenant to call her. The Landlord's common response in most instances was for the Tenants to call the police. The problem tenant, however, would mostly calm down in the presence of the police, then quickly revert to screaming and yelling after they left. The Tenant testified that the police said they could not intervene further without action from the problem tenant's family.
7. The Tenant submitted five videos from March 14, 2025 and March 18, 2025, where the problem tenant can be heard screaming and yelling profanities. The Tenant also submitted eight pages of text message exchanges between the Tenants and the Landlord from March 10, 14, 17, 18 and 20, 2024, April 4, 2024, and May 7, 11, and 18, 2024 detailing their complaints to the Landlord and updates regarding each incident.
8. The Tenant testified the problem tenant's disruptive behaviour was less frequent in April 2024 (only two incidents); however, the Tenant and her family were constantly afraid and anxious of when the next episode would occur.
9. After the Tenants complained to the Landlord on March 18, 2024, the Landlord attended the rental unit and had a discussion with them about the problem tenant. The Tenant maintains that they should have been notified of any mental health issues of the problem tenant prior to signing the lease as they had two young children to consider. The Tenant further testified that she and her partner were essentially doing most of the work to try and resolve the issue by communicating with the Landlord, calling the police, and even proposing the Landlord present the problem tenant with an N11 form to try and agree to terminate the tenancy. The Tenant reiterated that the Landlord should have done more in a timely manner and tried to relocate the problem tenant earlier. The Tenant emphasized the emotional and mental stress the problem tenant's behaviour caused her and her family, particularly in disrupting their sleep and sense of security.
10. The Landlord did not dispute that the problem tenant's behaviour was stressful and disruptive for the Tenants; however, the Landlord maintained that she responded as swiftly

and effectively as she could in the circumstances. The problem tenant was also entitled to protection under the *Residential Tenancies Act, 2006* ('Act'), and the Landlord took those rights into consideration when dealing with the situation.

11. The Landlord testified that she was not aware if she was supposed to disclose the problem tenant's mental health condition, but she did take steps immediately to mitigate the situation. The Landlord would speak with the problem tenant after each complaint, reminding her to be respectful, and would have the problem tenant spend a few nights with her sporadically at the Landlord's residence nearby so as to keep her away from the residential complex for a while. The Landlord also confirmed she allowed the Tenants to install a security camera aimed at the front door of the residential complex when asked to help alleviate some of the Tenants' anxiety regarding the traffic going in/out of the problem tenant's unit.
12. The Landlord further testified that the problem tenant's mother had taken the problem tenant to the hospital to be assessed, but the doctors were reluctant to provide a formal diagnosis at the time. The Landlord believed, based on information provided when speaking to the police, that without a court order, she could not remove the problem tenant from the unit. The Landlord did, however, manage to negotiate the termination of the tenancy when she spoke with the problem tenant on March 20, 2024. The problem tenant then signed an N11 form on April 1, 2024 for the tenancy to terminate on May 31, 2024 and vacated in accordance with the agreement.

Analysis:

13. For the reasons stated below, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
14. The parties do not dispute that the problem tenant caused the Tenants considerable stress during their tenancy. However, the Landlord is obligated under the *Personal Information Protection and Electronic Documents Act, 2000* not to disclose personal information regarding another tenant. Therefore, the Tenants were not entitled to know about the problem tenant's personal or health circumstances either before or after signing the lease.
15. The problem tenant's mental health condition could also be interpreted as a disability under s. 2 of the *Human Rights Code, 1990*. Thus, the Landlord would need to accommodate the problem tenant's disability to the point of undue hardship rather than immediately moving to terminate the tenancy. Therefore, the Landlord could not simply issue a warning and then a notice of termination after the second incident. In this instance, once the Landlord was made aware that the problem tenant was causing a disturbance for the Tenants on March 10, 2024, the Landlord took steps to mitigate the situation; she spoke with the problem tenant on multiple occasions, instructed the Tenants to call the police if the instances continued, had the problem tenant stay with her at times to give the Tenants a break, and ultimately negotiated an agreement with the problem tenant to terminate the tenancy within 10 days of the Tenants' initial complaint.
16. From the date the problem tenant agreed to sign the N11 form to the tenancy termination date, a total of 72 days passed (March 20, 2024 - May 31, 2024). Had the problem tenant

wished to terminate the tenancy on her own initiative, she would have needed to give the Landlord at least 60 days' notice, per s. 44 of the *Residential Tenancies Act, 2006* ('Act'). Given these considerations, I find that the Landlord working with the problem tenant to end the tenancy amicably rather than resorting immediately to a notice of termination was a reasonable response that took into consideration the Landlord's need to accommodate the problem tenant's disability.

17. The Tenant did not dispute that the problem tenant's behaviour was less disruptive after March 20, 2024, with two incidents occurring in April 2024 and three incidents reported to the Landlord in May 2024. However, the Tenants did have to call the police on April 4 & 5, 2024, and the text messages submitted complain of the problem tenant still screaming and playing loud music on three occasions in May 2024. Having heard the videos of the problem tenant screaming from her unit, I accept the Tenant's testimony that she and her family were in constant fear and anxiety of when the next behavioural episode would occur. However, the Landlord was still speaking with the problem tenant about her behaviour during this time and trying to work with her after each episode. The Landlord and problem tenant had also already agreed to terminate the tenancy at that time, so the Landlord was limited in her responses to accelerate the problem tenant vacating the unit unless there was a serious problem in the residential complex or rental unit that would warrant an expedited eviction, which was not the case here.
18. Although the Landlord also testified that her child previously lived in the rental unit and was assisting the problem tenant with taking her medication, I find that, without sufficient evidence to the contrary, the Landlord could not have reasonably foreseen that the problem tenant would stop taking her medication after the Tenants moved in. When the Landlord realized that was the likely cause of the problem tenant's disruptive behaviour, they took timely and reasonable action to terminate the tenancy while trying to accommodate the problem tenant's disability. The Tenants also elected to vacate knowing that the problem tenant was leaving. Therefore, given the Landlord's actions were reasonable in the circumstances, I am not satisfied on the balance of probabilities that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household. The Tenants' application is consequently dismissed.

It is ordered that:

1. The application is dismissed.

March 17, 2026
Date Issued

 Fotoula Hatzantonis
 Member, 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.