



Order under Section 31 Residential Tenancies Act, 2006

Citation: Voss v Chen, 2026 ONLTB 18002

Date: 2026-03-06

File Number: LTB-T-086018-24

In the matter of: UPPER, 540 STRATHMORE BLVD
TORONTO ON M4C1P1

Between: Michelle Voss Tenant

And

Yu Kun Chen Landlord

Michelle Voss (the 'Tenant') applied for an order determining that Yu Kun Chen (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.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on January 14, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the sum of \$3,625.70

Substantial interference

2. The Tenant testified that from February 15, 2024 to August 1, 2024, the date she vacated the rental unit she experienced excessive noise on a daily basis from the neighbouring tenant in the unit below. According to the Tenant, the noises mainly consisted of piano and violin playing for extended periods of time throughout the day and evening often past 10:00 PM. Additionally when the piano playing was occurring yelling could also be heard as if coaching was occurring. In addition to the noise from music the Tenant could also hear yelling and door slamming on a frequent basis, which escalated as her tenancy continued.

3. The Tenant states that the piano was situated directly below her son's bedroom, and that the residential complex has one HVAC system and that shared ductwork between the units carries the sound from the lower unit.
4. The Tenant testified that the residential complex is a single family dwelling that had been converted into two rental units with one on the main floor and one in the basement. The Tenant resided in the unit on the main floor. She states that the Landlord failed to install any soundproofing between the units which contributed to the noise issues.
5. The Tenant testified that she worked from home and that due to the noise her work was often interrupted.
6. The issue of noise was first brought to the Landlord's attention on March 21, 2024 via a text message where the Tenant inquired if there were quiet hours in the house as music and other audible things continue until 10:30 and that the sound carries through the vents. She requested that the Landlord speak with the basement Tenant.
7. The Landlord indicated that he would reach out to the Tenant and have her end her audible-related activities by 10pm. The Tenant states that the Landlord also suggested that the Tenants attempt to work out the issues between themselves.
8. The noise issue did not resolve and she continued to advise the Landlord of noise issues.
9. The noise from the basement tenant escalated resulting in the Tenant sending the Landlord a Letter of concern via email on June 13, 2024 setting out the issues she has been having with the basement tenant. In addition to the on-going noise issue. The basement tenant who has access to the fuse panel also shut off the electricity to the Tenant's unit for over 12 hours. The Tenant request that the Landlord issue a N5 Notice of Termination to the basement tenant due to the ongoing interference with her reasonable enjoyment of the rental unit. and suggested to the Landlord that soundproofing be installed between the units.
10. In response the Landlord sent an email to the Tenant on June 23, 2024 addressing the Tenant's concerns, but declined to take any action against the basement tenant and indicated that he was open to re-assessing the Tenant's rental agreement.
11. The Landlord and the Tenant agreed to terminate their fixed term one year tenancy and the Tenant vacated the rental unit at the end of July, 2024.
12. The Landlord testified that he received complaints from both the Tenant and the basement tenant regarding issues that the tenants were having with each other. He would intervene which would result in an agreement for period of time before the issues between them would flair up again.
13. He states that the responded to complaints in a timely manner and feels that he was caught in the crossfire of the two tenants and did his best to make the situation better for both tenants, but he believes the issue was that he had two tenants with incompatible lifestyles.

Analysis

14. Section 22 of the *Residential Tenancies Act* (2006) (the 'Act') provides that:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

15. Section 22 addresses the behaviour of landlords, not other tenants. In the matter before me, the behaviour of the Landlord that the Tenant claims substantially interfered with their reasonable enjoyment of the rental unit is a failure to take reasonable and effective steps to address the Tenant's complaints regarding the excessive noise from the basement tenant.

16. A landlord's duty to address substantial interference with the reasonable enjoyment of a tenant by another tenant was affirmed by the Divisional Court in *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 ("*Hassan*"). The Court held as follows:

It is not that the other tenant's actions are imputed to the landlord, but, rather, the landlord's legal responsibility to provide the tenant with quiet enjoyment that gives rise to the responsibility on the landlord to take reasonable steps to correct the intrusion of the neighbouring tenant on the tenant's right to quiet enjoyment."

17. Pursuant to *Hassan*, a landlord has the positive obligation to provide the tenant with quiet enjoyment and take reasonably necessary actions against any tenant that denies a neighbouring tenant quiet enjoyment of their premises. In other words, when a landlord receives a complaint from a tenant about offending conduct by another tenant, a landlord must take reasonable steps within a reasonable time to investigate and address the conduct. If the offending conduct does not stop, the landlord must take escalating steps up to and including issuing a notice of termination to the offending tenant.

18. The Landlord did not show evidence of any escalating steps with respect to the issues raised by the Tenant regarding the behaviour of the basement tenant. The most that the Landlord testified he did was to have conversations with the basement tenant regarding their behaviour and noise.

19. On a balance of probabilities, I find that the Tenant experienced excessive noise in the rental unit coming from the basement unit on an almost daily basis. The Tenant continuously advised the Landlord of the noise issue. Although the Landlord had conversations with the basement tenant regarding the noise, The Landlord did not escalate his actions to formal letters or notices of termination despite the issue continuing.

20. Therefore, I find that 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 by failing to address the noise issues of the tenant of the basement unit.

Withheld or interfered with vital services or care services

21. Section 21(1) of the Act states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed, withhold the reasonable supply of any vital service, care service or food that it is the landlord's obligation to supply under the tenancy agreement or deliberately interfere with the reasonable supply of any vital service, care service or food.

22. The act defines vital services as hot or cold water, fuel, electricity, gas or, during the part of each year prescribed by the regulations, heat.

23. The Tenant testified that on June 13, 2024 the basement tenant shut off the fuses cutting electricity to the Tenant's unit. The Tenant sent a text message on June 13, 2024 at 7:21 am to the Landlord advising that her power and been shut off by the basement Tenant.

24. The Tenant further stated that the Landlord advised her that he had told the basement tenant to turn the electricity back on and indicated that the basement tenant would turn it on when she got back home later that day. By 7:56 pm the Tenant again sent a text to the Landlord advising that the basement tenant had still not restored the electricity to her unit. The Landlord responding saying that the basement tenant wanted an apology before turning the electricity back on.

25. As a result of the electricity being shut off to her unit some of the Tenant's groceries in the fridge/freezer spoiled.

26. Although the Landlord did not turn off the supply electricity to the Tenant's unit the Landlord has a non-delegable duty to ensure vital services. The Landlord still has the responsibility to ensure vital services if another tenant interferes with electricity, the Landlord can't sit idly by waiting for the basement tenant to turn the electricity back on. As such, I find that the Landlord withheld or interfered with the Tenant's vital services.

Remedies

27. The Tenant testified that the remedies she seeks are in relation the ongoing noise issue with the basement tenant occurring on a daily basis from the date she moved in, February 15, 2024 to July 31, 2024 when she vacated the rental unit as well as the power being shut off in her unit on July 13, 2024. She seeks a 50% rent abatement for five and half months at \$2,800.00 per month equaling the amount of \$7,700.00.

28. The Tenant first told the Landlord about the noise issue until March 21, 2024. Given the length of time that this issue persisted, the impact on the Tenant and the Landlord's failure to take escalating steps to address the noise effectively additionally her put was cut off by

the Tenant on July 13, 2024, I find that a 20% rent abatement for the period of March 21, 2024 to July 31, 2024 is appropriate in the circumstance, for a total of \$2,424.10

29. The Tenant also seeks moving and storage expenses in the amount of \$1,153.60, which the Tenant supported with invoices. The Tenant shall also be compensated for those expenses as I find that they are a direct result of the Tenant having to vacate the unit as the Landlord failed to address the noise issue in the unit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,625.70. This amount represents:
 - \$2,424.10 for a rent abatement.
 - \$1,153.60 for all of the moving, storage or other like expenses that the Tenant has incurred
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 6, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 6, 2026, the Landlord will owe interest. This will be simple interest calculated from April 7, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 26, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.