



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-078658-25

In the matter of: 31, 250 LIMERIDGE RD E
HAMILTON ON L9A5G5

Between: VPM Agent for Hamilton Baptist Homes Landlord

And

Ashley Romanyshyn Tenant

VPM Agent for Hamilton Baptist Homes (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Romanyshyn (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

This application was heard by videoconference on December 18, 2025.

The Landlord's Agent, Yvonne Alexander, the Landlord's Legal Representative, Patrick Langille and the Tenant attended the hearing.

Determinations:

Preliminary Issue – Validity of the N5 Notice

1. The Tenant raised a preliminary issue that the Landlord's application lacks particulars in accordance with *Ball v. Metro Capital Property*, [2002] O.J. No. 5931, in which the Divisional Court held that a notice of termination must contain adequate reasons and details of the alleged conduct so that the Tenant understands the case to be met and to make an informed decision about whether to dispute the allegations.
2. The Landlord's N5 notice alleges that the Tenant has a longstanding history of making unsubstantiated and untrue complaints about another tenant in the residential complex to various authorities, including the police, by-law officers, animal control, and the Landlord.
3. In this case, the Landlord's supporting evidence provides dates and times of the alleged complaints and the Tenant was aware of the alleged complaints and their dates. Further, the allegations are that the Tenant has made formal complaints to authorities and as the

Tenant would have known when they made these formal complaints, the Tenant would have been aware of the dates and times of the complaints and would have understood the case to be met. As the Tenant was able to review the evidence and was prepared to respond, I found there was no prejudice to the Tenant and find that the notice substantially complies.

L2 Application – Substantial Interference

4. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, for the reasons that follow, I find that it would not be unfair to grant relief from eviction subject to the conditions set out below.
5. The Tenant was in possession of the rental unit on the date the application was filed.
6. On August 28, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination alleges that the Tenant has a longstanding history of making unsubstantiated and untrue complaints to various authorities including the police, by-law officers, animal control and the Landlord about another tenant in the residential complex.
7. The Landlord's property manager testified that he has received numerous complaints of late night noise from the Tenant, having received over 75 emailed complaints between January 2025 and December 2025.
8. The Landlord submits that on September 1, 2025, the Tenant sent an email with an unsubstantiated claim that the tenants of a neighbouring unit were making excessive noise.
9. The Landlord submits that while the Tenant has provided recordings of the alleged noise, the Landlord has not been able to detect any audible banging or tapping in the videos provided by the Tenant.
10. The Landlord sought termination of the tenancy citing the large volume of complaints and submits that they do not believe that a conditional order will be effective.
11. The Tenant did not dispute that she has sent numerous complaints to the Landlord as alleged by the Landlord but takes the position that the complaints are not unfounded and that the neighbouring tenant is causing excessive noise.
12. In this case, I am satisfied that the volume of complaints has substantially interfered with the Landlord's reasonable enjoyment of the rental unit and that the complaints were unsubstantiated claims about noise.
13. I was also satisfied that the Tenant did not stop the conduct or activity within seven days after receiving the N5 notice of termination. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).
14. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

15. The Tenant testified she and her daughter are persons with disabilities, and that eviction will cause them serious hardship. The Tenant lives in a rent-g geared-to-income unit and has been residing in the unit since 2018. Given the duration of the tenancy, the difficulty the Tenant will face if evicted and the Tenant's disabilities, I find that it would not be unfair in the circumstances to grant relief from eviction in the form of a conditional order requiring the Tenant to refrain from making unsubstantiated or excessive complaints about the noise from other rental units in the residential complex. For clarity, this order does not prohibit the Tenant from making complaints but it shall be ordered that the Tenant shall refrain from filing an excessive number of complaints or unsubstantiated claims with the Landlord.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall refrain from submitting any unsubstantiated complaints about noise caused by their neighbours' activity, including but not limited to the police, by-law enforcement, animal control, and the landlord.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
5. The total amount the Tenant must pay the Landlord is \$186.00.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.

April 2, 2026
Date Issued

Christopher Lin
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.