



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Medallion Corporation v Usher, 2026 ONLTB 26928

**Date:** 2026-04-01

**File Number:** LTB-L-039776-24

**In the matter of:** 318, 280 Wentworth Street West  
Oshawa Ontario L1J1N2

**Between:** Medallion Corporation Landlord

**And**

Sandra Usher Tenant

Medallion Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Sandra Usher (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

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 25, 2026.

The Landlord, the Landlord's representative, two witnesses for the Landlord, the Tenant, and the Tenant's daughter attended the hearing.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application. Therefore, termination of the tenancy, eviction, and compensation are ordered.
2. The Tenant was in possession of the rental unit on the date the application was filed.

### **N5 Notice of Termination**

3. On February 27, 2024, the Landlord gave the Tenant a first, voidable N5 notice of termination. The notice of termination contains the following allegations: the Tenant forgot to close the kitchen faucet, causing water from the unit to leak down to the unit below causing damage in the bedroom and dining room ceilings. This water damage was

identified by the tenant living in the unit under the rental premises and upon investigation, the Tenant acknowledged responsibility for the water leakage. It was further noted in the notice that this water damage due to overflowing water in the rental premises had occurred on other occasions.

4. There were no other leaks within 7 days of the notice. Therefore, the Tenant voided the N5 notice in accordance with s. 64(3) of the *Residential Tenancies Act, 2006* (Act).
5. It is noted that the Tenant provided pictures which were filed in the portal which she stated showed that she was not responsible for the water overflowing her sink and that it was a problem with the pipes. The Landlord provided testimony about the problem of the water overflowing continuing and denied that the Landlord was responsible for this occurring. However, this application is based on the second N5 and the grounds raised in that document, so reference to the evidence on this issue is not included in this decision..
6. Having given the first N5, the Landlord was allowed to give the Tenant a second non-voidable N5 notice of termination under section 68 of the Act.
7. On April 19, 2024, the Landlord gave the Tenant a second N5 notice of termination. The notice of termination contains the following allegations: the Landlord received an email complaining of noise coming from the rental unit on March 28, 2024, at approximately 12:30 a.m. Further noise complaints were reported to security on March 29, and March 30, 2024.
8. The Landlord called three witnesses. The first witness, JT, testified that she has been an office administrator with the Landlord, responsible for this rental premises, for the past 8 years.
9. Regarding the noise complaints, JT testified that she received emails from the tenant in the unit below this Tenant's unit (YP), complaining about loud music coming from the rental premises. There had been a number of complaints leading up to the N5 being issued for excessive noise, ranging from October 2023 to the March 28, 2024, when the notice was issued. The incident reports provided to JT from the security company, and the email complaints are contained in DOC-7596677. After the second N5 was served, the Landlord continued to receive noise complaints with the most recent one being December 26, 2025.
10. A witness for the security company employed by the Landlord, JC, confirmed he is employed by the security company as a field operations manager providing security services to rental premises which include this rental property. He confirmed the reports provided to security, which had been testified to by JT, and referenced above in the documentation filed in the portal. He confirmed that the role of security was to write a report and provide it to the Landlord after addressing the complaint, which is why JT had knowledge of these occurrences.
11. YP, the tenant who resides in the unit below the rental premises testified that she lives there with 3 children, ages 20, 17, and 9. She testified that she complained frequently to the Landlord about noise coming from the Tenant's unit, which she described as loud music, shouting, and carrying on, with vulgar statements being made to her by the Tenant. She testified that she had sent two or three emails to the Landlord regarding the noise. She has also phoned with complaints. She confirmed her email address which was noted

in the exhibits filed by the Landlord referenced above. She stated the last incident she reported to security was in December of 2025 regarding the noise (DOC-7596677).

12. YP testified that the noise negatively affects her and her children. YP works full time, and the noise disrupts her sleep as well as that of her children. She described coping with the noise as causing chaos in her managing her responsibilities with her children, noting that the noise sometimes starts at 10:00 p.m. and goes until midnight, and sometimes goes all night long without stopping. She testified that the problem has not been resolved, and she continues to have to address it with security and the Landlord.
13. The Tenant testified that she had not had a noise complaint against her in the past year and says she has not been making noise. She says she has taken steps to eliminate the noise like limiting watching television to one room where she doesn't think the noise will travel.
14. In reviewing the testimony and the evidence filed in the portal and referred to in the hearing, I find that the Tenant or an occupant of the Tenant's rental unit has substantially interfered with the Landlord's and other tenants' reasonable enjoyment of the residential complex. YP testified to the noise occurrences, to having to contact the security company, and the security incident reports were noted and referenced by JC and by JT. Although the Tenant testified that there had not been a noise complaint in a year, the evidence shows that there was a complaint as recently as December 2025. The Landlord's evidence was clearly documented and supported by witness testimony. Where the Landlord's testimony conflicted with that of the Tenant, I find the Landlord's testimony more credible.

### **Daily compensation, rent deposit**

15. The Tenant is up to date with rental payments.
16. Based on the monthly rent, the daily compensation is \$33.96. This amount is calculated as follows: \$1,033.10 x 12, divided by 365 days.
17. The Landlord incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.
18. The Landlord collected a rent deposit of \$1,033.10 from the Tenant and this deposit is still being held by the Landlord. Interest on the rent deposit, in the amount of \$47.17 is owing to the Tenant for the period from April 1, 2024, to March 25, 2026.

### **Relief from eviction**

19. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
20. Regarding relief from eviction, the Landlord directed me to consider prior Board orders related to this unit and similar issues. They referred to a prior Board order on consent of the parties, dated January 17, 2023. One of the terms of this order was that "The Tenant agrees not to engage in acts that would substantially interfere with the reasonable

enjoyment of other tenants or the Landlord. Examples could include – excessive noise emanating from the unit, altercations while on the property of the residential complex.” Subsequently, the Landlord applied for termination of the tenancy based on a breach of that order, based on a noise complaint, and termination was ordered. (Order dated March 30, 2023). On November 20, 2023, the March 30 order was set aside, and the Tenant was allowed to remain in the premises. While this order indicated that the Tenant had breached the order with a noise incident, the Board exercised its discretion to allow the Tenant to stay, based on the Tenant’s housing needs, with the provision in the order that the tenant “shall keep the volume of her t.v. and music to such level that it cannot be heard by others, alternatively continue to use earbuds or headsets while enjoying playing music.”

21. The Landlord submitted that the orders referenced above demonstrate a pattern of non-compliance by the Tenant with court orders related to noise control. After the Tenant was allowed to stay in the premises by Board order, there continued to be reports of noise complaints: January 6, 2024, January 31, 2024, February 2, 2024, February 8, 2024, March 2, 2024, which led to the Landlord bringing another action before the Board. (These are documented in DOC-7596647 and DOC 7596677). A further noise complaint was documented December 26, 2025, and the witness YP testified that the noise continued, relatively unabated.
22. Considering all of the evidence and submissions, I find that the Tenant had been given opportunities to comply with Board orders, and to demonstrate she can comply with request/order to address the noise issues but has not been able to do so. This makes a conditional order impractical. While appreciating the Tenant’s housing situation, the Board also considers the entitlement to reasonable enjoyment of the premises by other tenants in the complex. The testimony established that the Tenant continues to interfere with the enjoyment of the premises by a neighbouring tenant as has done so over an extended period of time. This has also interfered with the Landlord’s rights, as it has been necessary to call upon security to address these concerns. The Tenant did not provide information which would suggest that a delay in termination would be appropriate.
23. In all of the circumstances, and balancing the Landlord’s position and the Tenant’s, the Board finds it unfair to grant relief from eviction.
24. This order contains all of the reasons within it. No further reasons will be issued.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 12, 2026.
2. If the unit is not vacated on or before April 12, 2026, then starting April 13, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 13, 2026.
4. The Tenant shall pay the Landlord compensation of \$33.96 per day for the use of the unit starting March 26, 2026, until the date the Tenant moves out of the unit.

5. The Tenant shall also pay to the Landlord \$201.00 for the cost of filing the application.
6. The Landlord owes \$1,080.27 which is the amount of the rent deposit and interest on the rent deposit. This amount may be deducted from the amount owing for daily compensation by the Tenant.

**April 1, 2026**  
**Date Issued**

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Stephanie Ball  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 13, 2026, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.