



Order under Section 31 Residential Tenancies Act, 2006

Citation: Maloku v Tran, 2026 ONLTB 21921

Date: 2026-04-10

File Number: LTB-T-075570-23

In the matter of: 4731 HIGHWAY 7
WOODBIDGE ON L4L1S6

Between: Hatixhe Maloku Tenant

And

Vu Tran Landlord
Nhi Dang

Hatixhe Maloku (the 'Tenant') applied for an order determining that Vu Tran and Nhi Dang (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.
- did not give the Tenant 72 hours to remove their property from the rental unit or from some place close to the rental unit after the Sheriff evicted the Tenant.

This application was heard by videoconference on March 3, 2026.

The Landlord and the Landlord's witness, Marian Saquian, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed

Substantial interference

2. The residential complex was a house that consisted of two units. The Tenant occupied the main floor unit and there was another Tenant occupying the basement unit.
3. The Tenant Erita Ismaili ('EI') testified that they moved into the rental unit in 2019 and have been disturbed by excessive noise coming from basement unit tenant since they moved into the residential complex on October 1, 2022. The noise occurs daily and continues throughout the night until 5:00 a.m.

4. EI described the noises as sexual that occurred between 10:00 p.m. to 5:00 a.m. every weekend or every other weekend.
5. EI testified that they complained about the noise to the Landlord at the end of October 2022. The Landlord advised the Tenant to contact the police.
6. The Tenant testified that after they reached out to the basement tenant to resolve the issue, but the basement tenant denied she was the cause of the noise.
7. The Tenant testified the noise disturbances continued.
8. The Landlord acknowledged that they spoke to the Tenant in October 2022. The Landlord submitted that the basement tenant also complained of noise from the upstairs unit in regard to stomping on the floors and slamming of doors. As such, the Landlord's realtor sent an email to both tenants on May 2, 2023, advising them that they would take necessary steps including to terminate the tenancies if the behaviour does not stop. In addition, the Landlord was prepared to accept a notice of termination from either Tenant.
9. The *Residential Tenancies Act, 2006*, (the "Act") states the following:

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.

10. 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 (hereinafter "Hassan"). The Court held, inter alia, 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."
11. In other words, a landlord has the positive obligation to provide the tenant with quiet enjoyment and take the reasonably necessary action against any tenant that denies a neighbouring tenant quiet enjoyment of his premises.
12. Based on the evidence before the Board, I find that the Tenant has not established that there was excessive noise which exceeds what can reasonably be considered the sounds of everyday life and rises to the level of substantial interference. The Tenant did not provide a log of noise disturbances with dates and times or any recordings of the noise that was heard in the unit.
13. For the reasons above, I find that the Landlord has not substantially interfered with the Tenant's reasonable enjoyment of the unit or residential complex by failing to address noise complaints. This claim is dismissed.

No 72-hour notice

14. There was no dispute that the Tenant gave notice to the Landlord to moved out on September 10, 2023.

15. Subsection 41 (1) of the Act provides:

41 (1) A landlord may sell, retain for the landlord's own use or otherwise dispose of property in a rental unit or the residential complex if the rental unit has been vacated in accordance with,

(a) a notice of termination of the landlord or the tenant;

(b) an agreement between the landlord and the tenant to terminate the tenancy;

(c) subsection 93 (2); or

(d) an order of the Board terminating the tenancy or evicting the tenant.

16. Subsections 41(2) and (3) deal with a situation where an order is made to evict a tenant and the order is enforced. In that case, the Landlord shall not otherwise dispose of the tenant's property before 72 hours have elapsed following enforcement of the order. The Tenant claims that the Landlord breached their obligations under those provisions but this is not a situation involving the enforcement of an eviction order. This is a situation where the Tenant vacated the rental unit pursuant to a notice of termination they provided the Landlord, and which the Landlord accepted.

17. The Tenant testified that they moved most of their belongings out on September 10, 2023. The Tenant agreed that they would return the keys on September 11, 2023, but they failed to attend the unit to do so. The Landlord provided a 24-hour notice to inspect the unit on September 11, 2023. The Tenant testified that there was a lot of moving and they did not get a chance to attend the unit on September 11, 2023. Instead, the Tenant sent their son on the morning of September 12, 2023, to retrieve the remaining belongings and return their keys but found that the Landlord had changed their lock.

18. The Landlord's witness Marian Saquian ('MS'), testified that they sent the Tenant text messages on September 7, 8 and 10 to set a time to do the final inspection. Once they did not respond, the Landlord gave a 24-hour notice to enter the unit on September 11, 2023. On September 11, 2023, they conducted a unit inspection and the found that the Tenant had left bags, plants, food items and boxes of garbage in the unit. MS testified the Tenant did not attend on September 11, 2023; to return the keys and thereafter she sent an email to the Tenant on September 12, 2023, informing them she would be disposing of the items and returning the rent deposit.

19. The Landlord testified that they disposed of the food items but left the plants outside on the front porch of the house and submitted a picture in evidence. The Landlord submitted that the Tenant could have picked up their plants.

20. Since the Tenant moved out pursuant to their notice, the landlord had no obligation to store the Tenant's belongings left behind.

It is ordered that:

1. The application is dismissed.

April 10, 2026
Date Issued

Vinuri Sivalingam
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.