



Order under Section 31 Residential Tenancies Act, 2006

Citation: Jaskulski v Amelin Property Management, 2026 ONLTB 30335

Date: 2026-04-16

File Number: LTB-T-049608-23

In the matter of: 530, 101 GOVERNOR'S RD
DUNDAS ON L9H6L7

Between: Christine Gladys Jaskulski Tenant

And

Amelin Property Management Landlord

Christine Gladys Jaskulski (the 'Tenant') applied for an order determining that Amelin Property Management (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.

This application was heard by videoconference on February 18, 2026.

The Tenant, the Landlord's agent, Michael Holzberg, and the Landlord's Legal Representative Laura Groshok, attended the hearing. Tammy Hornby and Rob Hornby attended as witnesses for the Landlord. The Tenant declined the opportunity to consult with Tenant Duty Counsel prior to 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.

Background

2. The residential complex is a 7-storey building comprised of 200 rental units. The Tenant occupied a unit on the 5th floor from May 1, 2023 to September 30, 2023. The tenancy agreement was signed on April 28, 2023, for a term of one year from May 1, 2023 to April 30, 2024.
3. The tenancy agreement included the Landlord's no-smoking policy which states:

Tenant's evidence

4. The Tenant testified that her initial inquiry regarding a rental unit occurred in August 2022, at which time management advised her that the building operated as a non-smoking premises. In December 2022, she provided the Landlord with a certified cheque in the amount of one month's rent to secure a tenancy commencing May 1, 2023. She stated that the Landlord emailed her a copy of the lease in March 2023, but she was unable to open the attachment. She further acknowledged that although she executed the tenancy agreement at the management office on April 28, 2023, she did not review the document in full and instead relied on her assumption that the Landlord maintained a no-smoking policy.
5. The Tenant testified that on May 1, 2023, upon entering the laundry room, she observed that the area was heavily filled with cigarette smoke, and the hallway on the fifth floor was in a similar condition. She stated that she approached the resident manager, Tammy Hornby, to inquire whether tenants were permitted to smoke inside the building. According to the Tenant, Ms. Hornby advised that smoking was prohibited in the common areas; however, some tenants on the first floor would open their unit doors to ventilate, which resulted in cigarette smoke migrating into the common areas. The Tenant further reported that she raised concerns about cigarette smoke drifting onto her balcony. She testified that Ms. Hornby informed her that the Landlord could not intervene, as long-term tenants were "grandfathered" and permitted to smoke inside their units and on their balconies, whereas newer tenants were only permitted to smoke outside the building.
6. The Tenant testified that after sending several unacknowledged emails to Mrs. Hornby regarding the cigarette smoke in her unit, her balcony, the 5th floor hallway, and near the front entrance of the building, on June 4, 2023, she sent a letter directly to the Landlord seeking to have this issue addressed. She testified she received a response from Mrs. Hornby in which she wrote:

We have received your letter dated June 4th, 2023 regarding your concerns with other residents in the building smoking. We understand how frustrating this must be and we will investigate this matter and do everything in our control to correct these concerns. We have prepared notices about pungent smells and are being delivered door to door this week. Please note that in 2018 is what Ontario allowed landlords to put a no smoking policy into a lease. Since then, we have been working hard at achieving that goal. Sadly, if a resident does not have a no smoking policy in their lease, we cannot enforce this. However, those residents have an obligation to ensuring that it does not have a negative impact on others in the surrounding area.

We will investigate all residents that are leaving their unit doors open and request they refrain from doing so in the future. If you have any questions, please feel free to contact the undersigned.

7. The Tenant testified that, despite being advised by the Landlord that the smoking concerns would be addressed with the other residents, no remedial action was taken and incidents of cigarette smoke in the same areas persisted. She stated that on June 19, 2023, she received correspondence from Ms. Hornby advising that, in light of her concerns, the Landlord was prepared to release her from the tenancy agreement without financial penalty and enclosed an N11 Agreement to Terminate Tenancy. The Tenant confirmed that she executed the N11 on July 20, 2023, and vacated the rental unit on September 30, 2023.
8. The Tenant testified that although she did not want to move out of the rental unit, she was forced to do so due to her ongoing health conditions and the cigarette smoke exacerbated these conditions

Landlord's evidence – Tammy Hornby ('T.H')

9. T.H. testified that she is employed by the Landlord as the resident manager. She stated that she assisted the Tenant when the Tenant first contacted the Landlord and again during the execution of the tenancy agreement. While she recalled the day the Tenant attended the office, she could not remember the length of the visit, only that the process was completed quickly.
10. T.H. testified that her first interaction with the Tenant occurred during the Tenant's initial week of occupancy, when the Tenant complained about the presence of cigarette smoke in the laundry room and the hallway. She stated that she informed the Tenant that some long-term residents smoke inside their units and at times leave their doors open to ventilate, which can result in smoke entering the common areas. She further testified that the Tenant was advised the Landlord is working toward the goal of transitioning the building to a fully non-smoking property however, long-term tenants are currently permitted to smoke inside their units and on their balconies, while newer tenants are restricted to smoking outside the building.
11. T.H. testified that following each complaint made by the Tenant, an investigation was initiated, and in every instance no elevated levels of cigarette smoke were detected in the hallways or other common areas of the residential complex. She further recalled a visit from the Hamilton-Wentworth Public Health Department, whose investigation concluded that the Landlord was not in violation of any applicable smoking by-laws.
12. T.H. testified that the Landlord treats tenant complaints seriously, and although no other residents of the building had submitted similar complaints, a letter was issued to all tenants advising them to refrain from leaving their unit doors open. She stated this measure was taken in an effort to mitigate the Tenant's concerns and to prevent cigarette smoke from entering the Tenant's unit.

Landlord's evidence – witness Rob Hornby ('R.H.')

13. R.H. testified that he is also employed by the Landlord as a resident manager. He recalled being directed to investigate a complaint from the Tenant regarding cigarette smoke allegedly entering the unit through the exhaust vent. He explained that the Tenant's unit is a one-bedroom and that the bathroom exhaust fan is designed to remove odours from both the bathroom and the kitchen. He stated that during his inspection on June 19, 2023, he observed that the windows and doors of the unit were closed and that the bathroom exhaust fan had been covered. He further testified that he did not detect any smell of cigarette smoke while inside the unit. He returned on July 5, 2023, in response to a subsequent complaint of cigarette smoke coming from the air-conditioning unit, but again found no evidence of smoke.

Analysis and Legislation

14. Section 22 of the Residential Tenancies Act, 2006 (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 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. 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.
16. The onus lies with the Tenant, as the applicant, to establish on a balance of probabilities that the statutory threshold for substantial interference has been met. The Board does not have the jurisdiction to adjudicate disputes between tenants. The sole issue before me in this application is whether the Landlord responded appropriately to the Tenant's complaints. The relevant question is not whether another resident substantially interfered with the Tenant's reasonable enjoyment through smoking within the building, but whether the Landlord, through inaction or insufficient action, substantially interfered with the Tenant's reasonable enjoyment of the rental unit or the residential complex.
17. Based on the evidence and submissions before me, I am not satisfied on a balance of probabilities that the Landlord has substantially interfered with the Tenant's reasonable enjoyment of the rental unit and/or residential complex. The Tenant's evidence, consisting primarily of email correspondence and letters, was insufficient to demonstrate that the Landlord ignored her concerns or responded unreasonably. Moreover, the tenancy agreement expressly outlines the smoking rules applicable to new tenants and includes an attachment clearly setting out the provisions governing tenants who occupied their units prior to 2018.
18. I find the Landlord acted reasonably in responding to the Tenant's concerns. A letter was issued to all residents reminding them not to leave their unit doors open and reiterating their obligations to other occupants of the building. In addition, the Landlord, despite having no statutory obligation to do so, agreed to release the Tenant from the tenancy agreement approximately seven months before the end of its term and did so without imposing any

financial penalty. This supports the conclusion that the Landlord acknowledged the Tenant's concerns and, although no cigarette smoke was detected in the unit or common areas during multiple inspections, nonetheless elected to terminate the tenancy at the Landlord's own expense.

19. As such, the Tenant's application shall be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

April 16, 2026
Date Issued

Susan Priest
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.