



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-107344-25

In the matter of: 2, 302 MAPLE AVE
OAKVILLE ON L6J2H7

Between: Major Oak Custom Homes Inc. Landlord

And

Olga Kletsky Tenants
Mila Kletsky

Major Oak Custom Homes Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Olga Kletsky and Mila Kletsky (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or someone the Tenants 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 Tenants remained in the unit after the termination date.

This application was heard by videoconference on January 27, 2026.

The Landlord's legal representative, Siobhan Rocks, the Landlord's agent, Julia Worth and the Tenants attended the hearing.

Determinations:

1. The Tenants were in possession of the rental unit on the date the application was filed.
2. The residential complex is a house with a unit above and a unit below the rental unit. The Landlord's agent testified that the residential units do not share any walls, but the Tenants share a ceiling/floor and a small entrance hallway with the upper tenants.
3. On September 12, 2025, the Landlord served the Tenants with a first, voidable N5 notice of termination (the "1st N5 Notice"), with a termination date of October 2, 2025. The 1st N5 Notice alleges that between June 23, 2025 and September 11, 2025, the Tenants engaged in conduct constituting harassment of the Landlord. In particular, it alleges that the Tenants sent multiple emails containing accusations about the Landlord's conduct and priorities,

and demanded immediate action regarding maintenance, noise, and smoke concerns. It further alleges that the Tenants responded aggressively to the Landlord's attempts to clarify responsibilities, made allegations of insult and defamation, challenged the Landlord with respect to air conditioning costs, refused to pay an alleged rent shortfall, and attempted to dictate how refunds should be handled. The 1st N5 Notice also alleges that the Tenants disregarded the Landlord's explanations regarding Sandpipe/Reliance payments, sent repeated accusatory communications, asserted that the Landlord failed to correspond with them, and continued to attribute unresolved issues to the Landlord while using aggressive language.

4. The Landlord's agent testified that the 1st N5 Notice was issued following several years of complaints from the Tenants that the Landlord considered to be unfounded. The agent further testified that, in the spring of 2025, the Tenants' conduct in relation to their complaints became increasingly hostile, which led to the service of the 1st N5 Notice.
5. Based on the evidence submitted by the Landlord's agent, I am satisfied that the 1st N5 was valid. The Landlord's Legal Representative stated that the 1st N5 was voided. Therefore, the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).
6. On December 11, 2025, the Landlord gave the Tenants a second N5 notice of termination deemed served on December 12, 2025. The termination date on the 2nd N5 notice of termination is December 31, 2025. The notice of termination contains the following allegations:
 - On December 1, 2025 at approximately 3:05 p.m., the Tenants sent the Landlord a harassing email, alleging that the Landlord is being biased with another tenant regarding smoking and noise allegations; and
 - On December 5, at approximately 12:35 p.m. the Tenants sent the Landlord a harassing email alleging the Landlord is not doing their job regarding the noise and smoking allegations
7. The Landlord's agent testified that, on December 5, 2025, the Tenants sent an email in response to the Landlord's response to the December 1, 2025 email received from the Tenants, accusing the Landlord of favouritism and failing to properly address complaints. The Tenants allegedly used insulting language regarding the Landlord's efforts to investigate smoking complaints, which the Landlord had determined were unsubstantiated. The Tenants also alleged that the Landlord failed to fulfill their responsibilities with respect to noise complaints, were dishonest, and improperly shifted responsibility onto other tenants.
8. The Landlord's agent testified that the December 5, 2025 incident formed part of a broader pattern of conduct. The Landlord's agent stated that the incident referenced in the second N5 notice was one of many instances in which the Tenants communicated with the Landlord in an accusatory and hostile manner, including calling the Landlord dishonest and alleging a failure to meet their obligations.

9. The Landlord's agent testified that, throughout the tenancy, the Tenants sent a significant volume of emails characterized as accusatory and increasingly hostile. The Landlord's agent stated that the Tenants frequently alleged that the Landlords were failing to address complaints and provide reasonable enjoyment and described the Landlords in derogatory terms.
10. The Landlord's agent testified that, over the course of the tenancy, the Tenants made numerous complaints regarding noise and smoking allegedly originating from other units. The Landlord's agent estimated that approximately 97 such complaints were received. These included allegations of excessive music volume, as well as vacuuming during morning hours. The Landlord's agent stated that each complaint was investigated and that, upon speaking with other tenants, the reported noise levels were found to be consistent with ordinary household noise.
11. The Tenant, Olga Kletsky ("OK") stated that the Landlords did not address the complaints properly as the Landlords took the word of the other tenants and did not investigate the complaints submitted.
12. The Landlord's agent testified that concerns regarding noise and other disturbances arose shortly after the Tenants moved into the rental unit. Within approximately two weeks of the commencement of the tenancy, the Tenants began making complaints, including complaints about noise from pipes, which the Landlords addressed. The Landlords also incurred approximately \$1,000.00 to relocate an exterior air conditioning unit in response to the Tenants' concerns about noise.
13. The Landlord's agent testified that, during the first year of the tenancy, another tenant from the upper unit vacated their unit due to the Tenants' ongoing complaints and what was described as aggressive behaviour. Documentary evidence included correspondence from that tenant alleging that the Tenants engaged in conduct such as slamming doors and banging on the ceiling. That tenant indicates that the Tenants conducts this behaviour regularly and that they will be requesting to terminate their tenancy if the Tenants behaviour continues. Those tenants vacated during the peak of COVID-19 due to the Tenants conduct and the other tenants desire to obtain privacy and peace from the Tenants.
14. OK testified that the Landlord suggested that the Tenants bang on the ceiling as a means of communicating with the upper tenant.
15. The Landlord's agent further testified that the escalating nature of the complaints resulted in what was described as a "he said, she said" situation between the Tenants and other residents. As a result, the Landlords sought assistance from by-law enforcement and police services to assess complaints in real time and determine whether any infractions were occurring.
16. The Landlord's agent testified that a meeting was arranged between the Tenants and a by-law officer on April 11, 2025. At that meeting, the Tenants were advised that by-law officers could attend to assess noise complaints, whereas the Landlords did not have the

capacity to measure or verify noise levels. The Tenants were provided with contact information for by-law enforcement and the non-emergency police line and were directed to raise future noise concerns with those authorities.

17. The Landlord's agent testified that, despite these directions, the Tenants continued to submit complaints directly to the Landlords with increasing frequency. The Landlords repeatedly advised the Tenants to contact by-law or police and indicated that no action would be taken against other tenants in the absence of objective evidence substantiating the allegations.
18. OK testified that by-law enforcement was not an effective remedy, as she had been advised on multiple occasions that little could be done in response to loud music. OK testified that on December 25, 2025, she contacted by-law regarding loud music from the basement unit but was informed that no officer was available. She also contacted police, who advised that by-law addresses complaints only during specified hours. OK testified that no follow-up was received and that subsequent complaints remained unresolved.
19. OK further testified that the Landlord's agent communicated complaints in a manner that identified other tenants and that the Landlords advised other tenants that they were pursuing eviction against the Tenants, which, in her view, contributed to tension within the building.
20. The Landlord's agent testified that, notwithstanding the Tenants' complaints, no objective evidence of excessive noise was provided. Although the Tenants claimed to possess audio recordings, they did not produce any such recordings despite repeated requests. The Landlord's agent stated that no recordings had been provided at any time during the approximately six-year tenancy.
21. The Landlord's agent testified that the Tenants' expectations regarding noise were unreasonable and amounted to a demand for near-complete silence within a multi-unit residential setting.
22. OK testified that the Tenants have previously resided in multi-unit buildings and have never experienced any issues. OK also testified the Tenants have repeatedly asked for help and that their complaints were not unreasonable and that the Landlords application is not about bad behaviour but rather an attempt to silence complaints.
23. The Landlord's agent testified that the Tenants also made complaints relating to smoking and other issues within the residential complex. The Landlords investigated these concerns, reminded all tenants of the non-smoking policy by providing written correspondence to all tenants, and designated a smoking area for tenants.
24. OK testified that the Landlords requested photographic evidence of the smoking allegations and that the Landlords never came to the Tenants rental unit to investigate the situation. OK also stated that they have photographs of cigarette butts under the other Tenant's bedroom window.

25. The Landlord's agent testified that additional complaints raised by the Tenants included matters such as seasonal decorations and the scent of laundry detergent, which were addressed when brought forward. The Landlord's agent testified that other tenants made efforts to accommodate the Tenants' concerns, including changing laundry detergent to reduce odours.
26. The Landlord's agent testified that, despite the Landlords' efforts to address the Tenants' concerns, the Tenants remained dissatisfied and continued to communicate in an aggressive and hostile manner. The Landlord's agent stated that the situation has escalated to the point where the Landlords are uncertain how to resolve the ongoing issues.
27. Ok stated that the Tenants are two single ladies, that work seven days a week and that the noise has affected their sleep and interferes with their ability to plan business time. OK also stated that the Tenants feel harassed that they are bad tenants.
28. The Landlord's agent explained that the cumulative effect of the Tenants' conduct resulted in the issuance of the second N5 notice. The Landlord's agent stated that the ongoing complaints and communications required significant time, effort, and expense to manage, including addressing tensions among tenants and responding to repeated allegations. The Landlord's agent further testified that these issues caused stress, interfered with the Landlords' employment, and resulted in financial consequences due to tenant turnover and threatened vacancies.
29. The Landlord's agent testified that since the 2nd N5 Notice, the complaints have continued to be made by the Tenants and that the Tenants continue to communicate in an aggressive and hostile manner. The Landlord's agent stated that additional complaints have been received regarding the Tenants conduct.
30. The Landlord's agent referred to correspondence dated January 7, 2026 from an upper unit tenant expressing an intention to vacate due to the Tenants' behaviour. The correspondence described the Tenants' conduct as rude, disrespectful, and abusive, and alleged incidents of verbal confrontations with guests, door slamming, and banging on the ceiling. The Landlord's agent testified that a door frame within the Tenants' unit was damaged as a result of slamming. The Landlords issued written reminders to all tenants emphasizing the importance of respectful communication and appropriate conduct.
31. The Landlord's agent testified that, on January 10, 2026, a property manager attended at the rental unit to investigate a noise complaint. The Tenants initially refused entry but later permitted access upon a subsequent attendance. The property manager did not observe any excessive noise from outside the property, within the shared hallway, or inside the rental unit.
32. The Landlord's agent testified to a written complaint from another tenant alleging that the Tenants told a delivery person that the other tenant did not live in the building, and as a result the other tenant did not receive their medication delivery. OK testified that she told the delivery person to contact the individual who ordered the medication.

33. The Landlord's agent further testified that the Landlords have offered the Tenants alternative accommodations, including a different property consisting of a detached home and the option to move to the upper unit for approximately \$100-\$200 more per month. The Tenants declined both options. The Landlords further offered financial assistance to offset moving costs and provided a six-month period for the Tenants to consider the offer.
34. OK testified that although the Landlords offered alternatives, the rent was higher than what the Tenants were currently paying for the rental unit and that detached home offered was located near a very noisy intersection.
35. OK stated that the Landlords claimed harassment, however the Tenants were simply asking for reasonable enjoyment of their rental unit. OK also stated that the Landlords relied on the statements of other tenants without verification and did not intervene when her and the other Tenant were subjected to hostile and insulting behaviour, but rather green lighted sexually discriminating insults. OK did not submit any evidence to support the allegation of hostile, insulting or discriminatory behaviour of the other tenants, however referred to an email from the Landlords to another tenant complaint where the Landlords request that the incidents be documented and provided to the Landlords. OK suggested that this was a spy tactic being used by the Landlords.
36. OK testified that the Landlords have failed to investigate and address complaints appropriately as the noise and smoking issues continue. OK further stated that the Landlords are shifting their responsibility onto her and the other Tenant by requesting that they contact by-law rather than addressing the issues themselves. OK stated that the Tenants have not filed an application with the Board regarding the Landlords' conduct as they were not confident in the legal process due to negative media about the Board.
37. OK submitted that the Landlords failed to act neutrally and failed to address ongoing interference and pursued eviction rather than resolve the issues. OK stated that the Landlords made the Tenants' legitimate complaints into the issue.
38. Having considered the totality of the evidence, I find that while the Tenants' communications were at times accusatory, persistent, and included language that may reasonably be characterized as rude, insulting, or offensive, the conduct does not rise to the level of substantial interference with the Landlord's reasonable enjoyment of the residential complex or lawful rights, privileges, or interests within the meaning of the *Residential Tenancies Act, 2006* (the "Act"). The evidence establishes that the impugned conduct primarily consisted of written complaints and expressions of dissatisfaction relating to noise, smoking, and property management, albeit conveyed in an increasingly hostile tone. While I accept that the frequency and tone of the communications were frustrating and placed a burden on the Landlord, the Act does not prohibit tenants from raising ongoing concerns, seeking to enforce their rights, or challenging a landlord's responses, even where such communications are repetitive or contentious. Correspondingly, landlords retain an obligation to reasonably address tenant complaints and to take appropriate steps, where necessary, to manage disputes between tenants within the residential complex.

39. I also note, based on the testimony of both parties, that the Landlords directly investigated noise concerns on only two occasions, which resulted in a difference of opinion as to whether the noise was excessive. The evidence further indicates that by-law enforcement was only available during certain hours and did not attend when complaints were made by the Tenants, limiting its utility as a real-time remedy, and that the Landlords reside approximately five minutes from the residential complex, such that more timely attendances may have been feasible in appropriate circumstances. These contextual factors assist in explaining, though not justifying, the persistence of the Tenants' complaints.

40. In light of the foregoing, the Landlord's application is dismissed. While I accept that the Tenants engaged in frequent and at times hostile or discourteous communications, I am not satisfied that this conduct, whether considered individually or cumulatively, meets the threshold of substantial interference required under the Act. The evidence demonstrates that the Tenants were persistently raising concerns related to noise and smoking, and although their manner of communication was at times inappropriate, they were nevertheless attempting to assert their rights within the tenancy. The specific incidents set out in the second N5 notice reflect a continuation of this pattern but do not, on their own or together, constitute substantial interference. I have also considered that the Landlords' investigation of the complaints was limited, resulting in an ongoing dispute as to whether the reported issues were excessive, and that some of the Tenants' frustration arose in that context. In these circumstances, I find that the Landlord has not met the onus required to justify termination of the tenancy. Accordingly, the application is dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

April 30, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

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