



Order under Section 31 Residential Tenancies Act, 2006

Citation: Elismali v Pinedale Properties Ltd, 2026 ONLTB 36403

Date: 2026-05-07

File Number: LTB-T-005168-23-HR2

In the matter of: 2415, 7 CRESCENT PLACE
EAST YORK ONTARIO M4C5L7

Between: Ahmed Elismali
Nuriye Elmuhammed Tenants

And

Pinedale Properties Ltd Landlord

Ahmed Elismali and Nuriye Elmuhammed (the 'Tenants') applied for an order determining that Pinedale Properties Ltd (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.

This application was heard by videoconference on February 2, 2026. After oral testimony and submissions were complete, the parties submitted written closing submissions.

The Landlord's agent, Mario Gambelic, the Landlord's legal representative, Kevn Kok, the Tenant Nuriye Elmuhammed, and the Tenants' legal representative, Elizabeth Tinker, attended the hearing. The Tenant had the assistance of an interpreter.

This is a de novo (fresh) hearing of the application after a successful review by the Landlord of the original decision. To ensure that my decision is based solely on the testimony and evidence presented during the de novo hearing and the solicited written closing submissions of the parties, I have not read the original order.

Determinations:

Issues in Dispute

1. It is not significantly disputed that the behaviour of a neighbouring resident (referred to as NR for the purposes of this order) interfered with the Tenants' reasonable enjoyment of the rental unit by banging on their door, yelling at them to leave, threatening them with a knife, and assaulting them. The questions before the Board in this application are whether the Landlord acted reasonably in response to the intrusions on the Tenants' reasonable enjoyment, and whether the Tenants were induced to leave the rental unit by the Landlord's response (or lack thereof) to the intrusion on the reasonable enjoyment.

Decision

2. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. The Landlord's responses and communications to the Tenants were insufficient to convey that the Tenants' concerns were being addressed and that the intrusion on their reasonable enjoyment would be resolved. In these circumstances, the Landlords' lack of communicated response to the intrusion on the Tenants' reasonable enjoyment was itself an intrusion on the Tenants' reasonable enjoyment of the rental unit and induced the Tenants to move out of the rental unit. Therefore, the Landlord shall pay the Tenants \$6,027.65.

Analysis

Relationship between parties

3. NR occupied a neighbouring unit in the residential complex, which is leased by a social agency for occupancy by its clients. This arrangement raised questions of the legal relationships between the Landlord, the social agency, and NR, as commercial or residential landlords or tenants, and the corresponding rights and protections available to each.
4. The Landlord correctly submits, in accordance with previous jurisprudence, such as TSL-50630-14-RV2 (Re) 2015 CanLII 13940, that with regards to the social agency and NR, they are a co-landlord with the social agency, as opposed to strictly a commercial landlord of the social agency. As such, the Tenants' submissions regarding options available to the Landlord as a commercial landlord are not applicable.
5. As a co-landlord, the Landlord has the ability to issue notices of termination. The Landlord says they couldn't have done so because they didn't have NR's name. The fact that the Landlord structured their business practices in such a way that they didn't have the name of the person(s) occupying their unit doesn't change their legal entitlement to issue a notice. Further, the Landlord didn't request the information from the social agency or instruct the social agency to issue a notice or otherwise remove NR until several weeks after the first reported incident.

Landlord's Response

6. When it comes to managing the occupants of the multiple rental units leased by the social agency for its clients, the Landlord takes a very hands-off approach. The Landlord asserts that the relationship between the social agency and NR is exempt from the Residential Tenancies Act, 2006, (the 'Act'), and it is therefore open to the social agency to immediately remove occupants without the delays associated with legal proceedings the Landlord would be required to undertake in order to remove an occupant or tenant. (I make no finding regarding the application of the Act to the relationship between the social agency and NR.) The general approach to problems with other occupants housed by the social agency has been for the social agency to manage crises and move towards removal. This approach is not inherently problematic; it is in accordance with the tenant protective focus of the Act and is appropriate where there may be accommodation needs.
7. However, in this case it does not appear that the Landlord addressed the issues of concern to the Tenants - that is violence and aggression – until after the Tenants gave an N9 notice to end the tenancy. While I accept the Landlord's testimony that they contacted the social agency about NR within a few days of the first incidents involving the Tenants, the evidence shows that these communications were related to damage to the rental unit and were unrelated to the violent incidents. The timing was coincidental.

Hassan v Niagara Housing Authority, [2000] O.J. No. 5650 (Ont. Div. Ct.)

8. The Hassan case provides the guidance that a landlord must take 'the reasonably necessary action against any tenant that denies a neighbouring tenant quiet enjoyment' and 'take reasonable steps to correct the intrusion of the neighbouring tenant on the tenant's right to quiet enjoyment.' The terms 'reasonably necessary' and 'reasonable steps' are not precise instructions or timelines and must be assessed in the context of each unique situation.
9. In my view, correcting an intrusion on quiet enjoyment may involve more than taking steps to correct or end the offending behaviour – it may involve communicating progress and options to the intruded upon tenant. For example, a tenant is not likely to feel any reassurance or have any hope of returning to an atmosphere of quiet enjoyment if they are unaware that the landlord has taken any action towards this goal.
10. In the Hassan case, the initial problems described were caused by children of a neighbouring tenant and included swearing and verbal abuse, threats, pushing, and inappropriate urination. The behaviour escalated to assault and death threats over a period of roughly 16 months. The Court concluded at paragraph 25, 'In our view, at the latest the landlord was obliged by February 1, 1999 to take immediate steps to terminated the tenancy of the neighbour.' It is unclear what precise facts the Court relied on to reach the February 1, 1999 date, however, it likely relates to a letter sent on January 26, 1999 'describing further incidents of harassment, assault, and inappropriate notes' which is referenced at paragraph 9. The Court commented at paragraph 21,

‘In light of the harassment the tenant was subjected to in this case, much of it probably racial in origin, but whether racial or not, the landlord was under an obligation to act quickly, that is within weeks, not months or years to effectively correct the substantial interference with his reasonable enjoyment of his premises caused by the acts of the children of his neighbouring tenant.’

11. The timeline in the present case is much more compressed. The first incident occurred on November 15 or 16, 2022; NR banged on the Tenants’ door with a stick or similar object and yelled that they had to leave at approximately 1:00 a.m. The Tenants had recently arrived as refugees, making them more vulnerable to the impacts of aggressive or violent encounters, and likely making the statements that they needed to leave about race and/or immigration status. On November 17 or 18, 2022 there was an incident between the Tenants and NR involving a knife which resulted in NR being taken into custody and hospitalized until November 21 or 22. The final incident occurred on November 27, 2022 when NR again banged on the Tenants’ door with a knife and a physical altercation ensued between NR and one of the Tenants.
12. In their submissions, the Landlord focuses on the reference to ‘weeks, not months’ in support of their position that they acted reasonably. NR was removed from the residential complex by the social agency on February 14, 2023, three months after the initial incident between NR and the Tenants on November 16, 2022. The Landlord sent a written instruction to the social agency to remove NR on December 5, 2022 and says there were earlier verbal discussions as early as November 23, 2022. While I accept the Landlord’s testimony that phone conversations took place, I find that the evidentiary record shows that these conversations were more likely related primarily to damage caused by NR with incidental references to interference with the Tenants.
13. The Tenants’ lease was arranged and paid for by their immigration sponsor, a church group, and a representative of the church group, Mary, conducted most communications on their behalf. Mary advised the Landlord of the Tenants’ concerns in writing on November 18, 23, and 26 but did not receive written responses. On November 18 Mary advised that the Tenants wanted to get out of the apartment, but the sponsor was reluctant because it had been working so well until that point. There were a couple of conversations between Mary and various of the Landlord’s employees between November 18 and November 23 which left Mary with the impression that action was being taken and that a social worker would be called to assist NR. However, there was no further response to her requests for updates as the situation continued to develop.
14. The Landlord submits that they have no duty to provide daily updates to a tenant about their efforts. This is true, however in this case the Landlord also failed to respond to direct follow up inquiries, leaving the Tenants in the dark about any plans or progress towards resolving the problems.

15. While a landlord is not held to a standard of perfection and does not have to demonstrate that they exhausted all possible options to address an interference with the tenant's reasonable enjoyment of the rental unit, in this case I find that the Landlord pursued only one of multiple available options and did so with less than ideal effort.
16. When the Tenants provided an N9 notice to the Landlord on December 2, 2022, the Landlord responded on December 5 with that early termination of the tenancy was not accepted and the Tenants could assign or sublease the unit. The Landlord's agent confirmed in their testimony that this was standard practice and no consideration was given to the Tenants' circumstances with the ongoing situation with NR. The Landlord was not obligated to accept an early termination of the tenancy, however doing so would have been one way to respond to the interference to the satisfaction of the Tenants. The N9 was an opportunity to update the Tenants on steps being taken to address their concerns or offer alternative solutions, which the Landlord did not do. If the Landlord had acted more responsively to the Tenants' concerns, they may have been able to remain in or return to the rental unit or move into one of the rental units which was scheduled to become available in January 2023. The Tenants left the unit on November 28, 2022 and lived with Mary until they signed a new lease on December 29, 2022 and moved out the following day. Until December 29, 2022 it was possible that the tenancy could have been saved if the Landlord had provided an adequate response.

Remedies

17. Based on my knowledge of similar cases before the Board, including the cases submitted by the Landlord in their written submissions, I find that an appropriate rent abatement is 15%. The appropriate abatement period is November 26, 2022, the date of the last incident, to the last day of the tenancy, December 31, 2022. Therefore, I find that a rent abatement of \$474.65 is appropriate in the circumstances.
18. In their application, the Tenants seek an order terminating the tenancy as of December 31, 2022. Although their written submissions request an earlier date, I am not aware of any amendment to their application to advise the Landlord of this amended and expanded request. In my view the Landlord's failure to respond did not become fully evident until after the Tenants gave their N9 notice. The Landlord is not automatically in breach of their obligations on the date of the last incident on November 26, 2022, however they failed to demonstrate any response to this last incident for at least 4 days and gave no response to the Tenants to confirm that this additional incident was being addressed. It was the Landlord's ongoing lack of communication or response to requests for updates which cemented their failure to adequately respond to the interference with the Tenants' reasonable enjoyment. I find it is reasonable to end the tenancy on the Tenants' requested date of December 31, 2022.
19. As discussed above, the Tenants moved out of the rental unit because of the Landlord's actions and inactions. The Tenants incurred increased rent of \$2,700.00 for a one-year period after the Tenants left the rental unit, consisting of an extra \$450.00 per month for six months. The Tenants incurred reasonable out-of-pocket moving, storage and other like expenses of \$159.03, but only claimed \$50.00 on their application. Accordingly, the moving costs are limited to the amount claimed on the application (\$50.00).

20. The Tenants paid \$2,700.00 for the month of January 2023. As the tenancy has now been deemed to have been terminated as of December 31, 2022, the rent paid for January 2023 shall be returned.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$6,027.65. This amount represents:
 - \$474.65 for a rent abatement.
 - \$2,700.00 for increased rent the Tenants have incurred from December 30, 2022 to June 30, 2023.
 - \$50.00 for part of the moving, storage or other like expenses that the Tenants have incurred.
 - \$53.00 for the cost of filing the application.
 - \$2,700.00 for the return of rent paid for the period after the tenancy is terminated.
2. The Landlord shall pay the Tenants the full amount owing by May 18, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 18, 2026, the Landlord will owe interest. This will be simple interest calculated from May 19, 2026 at 4.00% annually on the balance outstanding.
4. The tenancy between the Landlord and the Tenants is terminated as of December 31, 2022.

May 7, 2026
Date Issued

Dawn Carr
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.