



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

**File Number:** LTB-L-009643-26

**In the matter of:** 1207, 165 QUEEN ST S  
HAMILTON ON L8P4R3

**Between:** Q RES IV OPERATING LP Landlord

**And**

Claudia Tinnerman Tenant

Q RES IV OPERATING LP (the 'Landlord') applied for an order to terminate the tenancy and evict Claudia Tinnerman (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 May 13, 2026. Only the Landlord's Agent, Dawn Thompson, the Landlord's Legal Representative, Sabrina Marchionne, and the Landlord's witnesses, Deon Matimba ('DM'), Kamila Kaminska ('KK') and George Voros ('GV'), attended the hearing.

As of 9:52, the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

### **Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall terminate in accordance with the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

### **N5 Notice**

3. On January 21, 2026, the Landlord gave the Tenant an N5 notice of termination by hand delivery, which was deemed served on January 21, 2026 (the 'N5 Notice'). In summary,

the N5 Notice alleges that the Tenant, their occupant and/or their guests created excessive noise on multiple occasions from November 24, 2025 to January 19, 2026.

4. KK is a tenant of the residential complex and lives next door to the Tenant. KK made a number of complaints via email to the Landlord regarding excessive noise emanating from the Tenant's rental unit. Copies of the complaints were tendered as evidence at the hearing and corresponded with allegations set out in the N5 Notice. In summary, KK's evidence was as follows:
  - On December 4, 2025, KK emailed the Landlord to advise that the Tenant had been loud all night. KK stated that she was hearing loud bangs, and what sounded like bowling balls, multiple times in the night.
  - On December 7, 2025, KK emailed the Landlord regarding noise experienced on December 5, 2025 at approximately 12:20 a.m. and on December 6, 2025 at approximately 10:00 a.m. KK reported hearing the Tenant's door being slammed really loud as well as laughing and swearing.
  - On December 17, 2025, KK emailed the Landlord regarding noise experienced on December 16, 2025. KK reported hearing loud hammering noises from the rental unit. KK stated that she believed it was coming from the Tenant's unit as the Tenant's bedroom is adjacent to hers and the Tenant had engaged in similar behaviour in the past.
  - On January 4, 2026, KK emailed the Landlord regarding multiple noise disruptions on different dates and complained of sounds of furniture being tossed around, loud arguing, crashing and banging sounds.
  - KK continued to experience noise after the N5 Notice was served and sent emails to the Landlord to complain of excessive noise coming from the rental unit on February 18, 2026 and March 26, 2026. KK recalled hearing loud partying and screaming on various dates.
  - KK has developed a sleep disorder because of the various noises that she has experienced at all hours of the day and night and has frequently been woken from her sleep due to loud noises which cause her to be on edge.
  - The noises emanating from the rental unit have at times interfered with KK's work as she works from home and KK believed that the lack of sleep has affected her work performance and has caused her to make mistakes she would not otherwise make.
  - If the Tenant is permitted to stay in the rental unit, KK will have to move out as living next to the Tenant is not a livable situation.
5. GV is a tenant of the residential complex and lives just two units over from the Tenant. GV made a number of complaints to the Landlord via email regarding noise and other disturbances caused by the Tenant and/or their guests. Copies of the complaints were tendered as evidence at the hearing and corresponded with the allegations set out in the N5 Notice. In summary, GV's evidence was as follows:

- On December 24, 2025, GV emailed the Landlord to advise that the Tenant was leaving items in the hallway such as a mattress and a potted plant and there was a strong smell coming from the Tenant's items and/or guests that were frequenting the rental unit.
  - On December 28, 2025, GV emailed the Landlord to report ongoing noise disturbances and items left in the hallway. GV stated that he heard loud door slamming sounds, and the sounds of people coming and going.
  - GV continued to hear noises and disturbances after the N5 Notice and sent further emails to the Landlord on February 24, 2026 and March 3 and 5, 2026. In these emails he reported loud banging, knocking and hammering noises.
  - GV felt that his use and enjoyment of the common areas was impacted as well as the quality of his sleep.
6. Based on the uncontested evidence of the Landlord, I find on a balance of probabilities that 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.
7. The Tenant did not stop the conduct or activity within seven days after receiving the N5 Notice. In this regard, it was the evidence of DM, who is a tenant of the residential complex who lives directly above the Tenant, that on January 25, 2026, she sent a complaint to the Landlord via email regarding loud noises emanating from the rental unit on January 25, 2026 at 10:17 a.m. DM testified that she heard loud pounding coming from the rental unit that caused her door to vibrate and said that it sounded like someone was mining in the Tenant's unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

#### Daily Compensation & Filing Fee

8. The Landlord requested daily compensation for use and occupation of the rental unit for the period from February 17, 2026 to May 13, 2026. However, the Landlord's Legal Representative advised that the only rent outstanding during the aforesaid period was the May 2026 rent and that the Landlord had obtained an order for daily compensation under LTB-L-007478-26 starting May 1, 2026. Accordingly, it is not necessary to order compensation for the period claimed.
9. Based on the monthly rent, the daily compensation is \$32.35. This amount is calculated as follows:  $\$983.97 \times 12$ , divided by 365 days.
10. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

#### Relief from eviction

11. The Landlord's Legal Representative requested termination as soon as possible. As the Tenant was not present to speak to their circumstances, the Landlord's Legal Representative was asked if they were aware of any circumstances of the Tenant that would give rise to delaying or denying eviction. The Landlord's Legal Representative

submitted that they were not aware of any such circumstances and submitted that to the best of the Landlord's knowledge, the Tenant lives alone in the unit and has lived there since approximately February 2018. It was further submitted that the Board had already ordered termination of the tenancy, effective May 5, 2026, under LTB-L-007478-26.

12. 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 as it would be prejudicial to the Landlord. The Tenant's conduct and/or that of her guests has substantially interfered with the reasonable enjoyment of others in the residential complex for several months and has continued since the Landlord's application for eviction was filed. The Tenant did not attend the hearing to dispute the allegations against them or to request delay of eviction. As such, the Tenant shall be given the standard 11 days to vacate.

**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 June 1, 2026.
2. If the unit is not vacated on or before June 1, 2026, then starting June 2, 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 June 2, 2026.
4. The Tenant shall also pay the Landlord compensation of \$32.35 per day for the use of the unit starting May 14, 2026 until the date the Tenant moves out of the unit.
5. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application. If the Tenant does not pay the Landlord this amount, on or before June 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

**May 21, 2026**  
**Date Issued**

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Rachel Gibbons  
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 December 2, 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.