



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-066916-24

In the matter of: 1306, 131 Bloor Street West
Toronto ON M5S1S3

Between: Nadia Gad Tenant

And

Morguard Landlord

Nadia Gad (the 'Tenant') applied for an order determining that Morguard (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 September 16, 2025.

The Landlord's Agent, Susan Morasse, the Landlord's Legal Representative, Natalia Abiniakine, and the Tenant attended the hearing.

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.

Determinations:

Preliminary Issues: Limitation Period & Allegation Details

1. At the hearing, the Landlord's Legal Representative argued that the application should be dismissed on the grounds that the allegations were outside the statutory limitation period.
2. The application was filed on August 5, 2024.
3. Subsection 29(2) of the *Residential Tenancies Act, 2006* ('Act') states that the Tenant's application can not be made more than one year after the day the alleged conduct giving rise to the application occurred. With the exception of one allegation from August 9, 2023,

all allegations in the application were beyond the one-year limitation period. Therefore, only the events of August 9, 2023 were considered for the application.

4. The Landlord's Representative then raised the issue that there were insufficient reasons and details for the Landlord to respond to the Tenant's allegations from August 9, 2023, despite having ample time to amend their application prior to the hearing.
5. The application references the date of August 9, 2023 and to see the comments that were virtually pinned to the PDF document. Though there is a comment icon visible on the PDF application, the comment itself cannot be accessed.
6. The Tenant confirmed at the hearing that the application is only about the chemical fumes from the neighbouring unit that interfered with the Tenant's reasonable enjoyment of the rental unit and/or the residential complex. All the allegations in the application (including those outside the limitation period) pertained to the same grievance but on different dates. The Tenant stated that the issue was resolved by August 31, 2023, and she seeks a rent abatement from August 8, 2023 to August 31, 2023 in light of the limitation period. The Tenant also reiterated her honest belief that she thought the Landlord and the Board would be able to see the pinned comments.
7. Having considered the parties' evidence and submissions, I was satisfied there were sufficient details in the application to proceed with the hearing. The Landlord confirmed they were aware that the Tenant's allegations included any grievance or complaint that arose from August 9, 2023, and a reasonable person having read the application would know that the Tenant's issues stem from chemical fumes coming from renovations in a neighbouring unit.
8. I also note that after the oral decision was made, the matter was stood down for the Landlord to speak with their Legal Representative. The matter was then brought back approximately 3.5 hours later, providing the Landlord with additional time to prepare, and the hearing was completed.

Substantial Interference:

9. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
10. The rental unit is described as a one-bedroom unit in a mixed commercial and residential multistory building. Floors 1-5 are commercial with residential floors above. The Tenant's unit is located on the 13th floor.
11. The Tenant testified that she began noticing a chemical smell coming from the neighbouring unit two doors down on July 20, 2023, when its floors were being renovated. The Landlord's Agent confirmed that the neighbouring unit, a larger unit of approximately 1600 square feet, was being renovated for new tenant turnover. There was a work order from the new incoming tenants on July 17, 2023 to re-finish the floors. The renovations were completed from July 20-21, 2023. The floors were sanded on July 20, 2023, and the polyurethane stain was applied on July 21, 2023. The Landlord's Agent also confirmed that the floor renovations would give off a paint-like smell that could be unpleasant, but there were no complaints from any other tenants in the residential complex regarding any odour.

12. The Tenant testified she spoke with a representative from the company doing the renovations on July 20, 2023, Royal Flooring ('RF'), who told the Tenant that they do not use ventilation (fans, open windows, etc.) during floor renovations. The Tenant also noticed that none of the workmen were wearing protective equipment. The Tenant was also not aware of how long the renovations would take.
13. The Tenant informed the building concierge on July 20, 2023 about the chemical smell not having dissipated by the end of the day and of her inability to work in her unit as a result. The Tenant testified the concierge confirmed he could smell the chemical odour and gave the Tenant a standing fan, but that did not help much to alleviate the smell.
14. The Tenant then went to the building's management office on July 21, 2023 and spoke with a Landlord agent, Kevin Moulton ('KM'), who said he would follow up with her but never did.
15. The Tenant testified that the chemical smell lingered for approximately 4-5 days. The issue did not resurface until August 9, 2023 when the Tenant noticed RF had returned to the neighbouring unit to complete the floor renovations. The Tenant testified the chemical smell was as strong as before, causing her eyes to water, nasal passages to burn, persistent coughing, and severe headaches. The chemical smell did not begin to dissipate until August 11, 2023, though the Tenant continued to feel more acute side effects up to August 31, 2023. The Tenant stated she had opened the windows in her unit as well as the bathroom and kitchen vents to try and alleviate the smell. The Tenant then reported the matter to the concierge who then came up to the Tenant's unit and confirmed there was a chemical smell that could be smelled on other floors as well. The Tenant further testified that the concierge then filled out one of several incident reports regarding this issue, but none were submitted at the hearing as evidence.
16. The Landlord's Agent testified she had no knowledge of any follow-up work being done to the neighbouring unit on August 9, 2023. The floors were finished on July 21, 2023, so the Landlord's Agent was not certain what subsequent chemical smell the Tenant was referring to.
17. The Tenant emailed the Landlord about the chemical smell on August 21, 2023, and testified that she followed up with the Landlord on October 6 & 11, 2023, November 17, 2023, December 13, 2023, February 13, 2024, and May 9, 2024 to no reply. The Tenant read the August 21, 2023 email into evidence at the hearing which described the chemical smell on July 20-22, 2023 and August 9, 2023, the Tenant's symptoms, the impact on her health, and the concern that RF did not use any ventilation during the renovations. The email went on to express the Tenant's upset at the lack of response from the Landlord regarding the issue after she spoke with KM on July 21, 2023, and the minimal effect of the fan supplied by the concierge on July 20, 2023. The Tenant also inquired about the possible health risk from exposure to the fumes and if there are any ventilation issues in the residential complex.
18. The Tenant testified she does not believe she received a reply to her email, though the Landlord's Agent confirmed the Tenant was sent a confirmation email on August 21, 2023 stating that the Landlord received the Tenant's message and they would reply to her at a later time.

19. The Landlord's Agent maintained that she was not aware of the issue until the Tenant's email on August 21, 2023, well after any alleged chemical smell was gone. The Landlord's Agent sent the Tenant's email to her team to be addressed but can not say with certainty why a more detailed follow-up response was not sent to the Tenant. The Landlord's Agent confirmed on cross-examination that she did not read or have access to any of the concierge's reports regarding the issue, as the Landlord switched to a different reporting system in January 2024 and could not locate a copy of the report(s) on the new system. The Landlord's Agent also apologized to the Tenant for MK not replying to her in a timely fashion and stated she will make efforts to ensure the Tenant is notified of renovations in the future. Nonetheless, the Tenant was met by the concierge both times when she complained and was provided with a fan to mitigate any purported smell. The Landlord's Agent also met with the Tenant in May and June 2024 to discuss the matter and told the Tenant that it was safe to use the chemical for the floor staining process.
20. The Landlord's Agent testified that each unit has a ventilation system that vents outside the residential complex, as do the vents in the corridors. It is possible that the RF workmen may have done some of the renovation with the unit door open, letting the paint-like smell enter the hallway, though that would have likely been by necessity to complete the portion of the floor by the entrance to the unit. However, it is the general practice when this type of renovation work is done for the vents in the unit to be turned on and the windows open.
21. The Landlord's Agent further testified that the Landlord was not aware of any ventilation issues with either the Tenant's unit, the unit being renovated, or for the residential complex in general. The Landlord also did not receive any complaints from other tenants regarding chemical fumes, nor was the Landlord made aware if the Tenant had any sensitivity to smells. The Tenant, however, denied any such sensitivity at the hearing.
22. Although the Landlord's Legal Representative suggested that the Tenant may have mistaken flu or COVID symptoms for side effects from any chemical smell, the Tenant maintained that she knows the difference and did not have any flu or other virus at the time. The Tenant is a hospital pharmacist and testified that she used her professional knowledge to self-medicate with a nasal spray and puffer well into the autumn of 2023. However, the Tenant did not see a physician until November 9, 2023.

Analysis:

23. The issue before me is the alleged resurgence of a chemical smell in the residential complex and into the Tenant's unit on August 9, 2023, and the Landlord's response to the Tenant's complaint about the problem.
24. The parties do not dispute that floor renovations were carried out in the neighbouring unit two doors down from the Tenant from July 20-21, 2023, and that chemicals were likely used to re-finish the floors. The Landlord also does not dispute that the Tenant likely sent a prior complaint about a chemical smell during that renovation period, and that the complaint was not followed up with in a timely manner. However, the Landlord's Agent had no knowledge of any follow-up work completed in the neighbouring unit on August 9, 2023. The floors had been completed back in July 2023, thus there was no need for RF to return to the unit that day.

25. As this is a tenant's application, the burden of proof lies with the Tenant to show, on the balance of probabilities, there was a chemical smell present on August 9, 2023 that was so strong, it, along with the Landlord's inaction, rose to the level of substantial interference with the Tenant's ordinary enjoyment of the rental unit or residential complex to August 31, 2023. Having considered the evidence and submissions before me, I am not satisfied that the Tenant has met the evidentiary burden. The Tenant could have called supporting witnesses, such as MK or any other tenants from other affected units, to testify as to the presence and strength of the chemical smell that day but did not do so; nor did the Tenant submit any supporting documentation, such as photos or video of the floor renovations being done from the communal hallway, to illustrate that the RF workmen had returned to the unit on August 9, 2023 and were using chemicals that caused a strong disruptive odour. Neither the Tenant nor the Landlord could produce a copy of MK's report regarding what happened that day. Though the Tenant did read-in her email complaint from August 21, 2023, I do not find that and the Tenant's testimony alone to be sufficient proof of the allegations regarding whether there was a strong and disruptive chemical smell present August 9, 2023.
26. Though the Tenant claimed to have complained to MK about the issue on August 9, 2023, there was no proof of any complaint to the Landlord for that day until August 21, 2023, well after any such smell would have dissipated. There were also no follow-up incidents after August 9, 2023 regarding any strong and disruptive smells in the residential complex to compound the notion that there was a substantial interference with the Tenant's enjoyment of the unit. I am also not satisfied that there was sufficient evidence to show that the severity of the alleged chemical smell on August 9, 2023 alone rose to the level of substantial interference, given the above findings and that there were no complaints from other tenants and no reported or known issues with the ventilation system in the Tenant's unit, the neighbouring unit or the residential complex. While the Tenant testified as to her physical symptoms beginning on August 9, 2023, there was also no supporting medical documentation submitted to help substantiate the presence and severity of those symptoms, or that they were directly linked to a chemical odour from August 9, 2023.
27. I will note, however, that the Landlord's lack of response to the Tenant's complaints was unreasonable. The Landlord's Agent confirmed that she forwarded the August 21, 2023 complaint to her team but could not explain why there was no follow up with the Tenant after the initial confirmation of receipt email was sent to the Tenant that same day. Though the Landlord's Agent herself did speak with the Tenant about her grievances in May and June 2024, that was at least 8 months after the Tenant sent her complaint email on August 21, 2023, which I find to be unreasonable. The Landlord's Agent also could not explain why MK did not follow up with the Tenant after her July 21, 2023 complaint.
28. The issue here is that without the Tenant meeting the evidentiary burden to substantiate that the chemical smell on August 9, 2023 substantially interfered with her enjoyment of the rental unit or residential complex, the Landlord's response to the issue is essentially irrelevant without a proven underlying interference for the purposes of this application. Consequently, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant, and the application must be dismissed.

It is ordered that:

1. The application is dismissed.

June 3, 2026
Date Issued

Fotoula Hatzantonis
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.