



Order under Section 31 Residential Tenancies Act, 2006

Citation: Williamson v MORGUARD MCC LIMITED, 2026 ONLTB 40335

Date: 2026-06-15

File Number: LTB-T-069841-24

In the matter of: 713, 131 Bloor Street West
Toronto ON M5S1S3

Between: Hunter Williamson

Tenant

And

MORGUARD MCC LIMITED

Landlord

Hunter Williamson (the 'Tenant') applied for an order determining that MORGUARD MCC LIMITED (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 October 16, 2025, and May 19, 2026.

The Landlord's Representative, Martin Zarnett, the Tenant and the Tenant's Representative attended the hearing. On October 20, 2025, Tenant's witnesses, Nadia Di Felice (TW#1), Audra Dewhurst (TW#2) and Jack Ezerzer (TW#3) attended the hearing. On May 19, 2025, the Landlord's witnesses, Viera Gaman (LW#1), Oriel Martino (LW#2) and Monica Lese (LW#3) also attended the hearing.

Preliminary Issue:

Reassigned application:

1. This application was started by videoconference on October 16, 2025. The member who presided at the hearing is on leave. The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to complete the proceedings. The matter has therefore been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the *Statutory Powers Procedure Act*.
2. The Tenant's Representative requested an adjournment however, since I listen to the recording of the proceedings held on October 16, 2025, the request was denied. I am

satisfied that I can consider the evidence presented on October 16, 2025, without starting the hearing afresh as permitted by subsection 4.4(6) of the *Statutory Powers Procedure Act*. The Tenant resumed completing his evidence and ample time to present his case. To repeat the same evidence by the Tenants and his witnesses (who were not at the hearing) would not be efficient use of the Board's time and resources. To grant the adjournment would not be reasonable.

Amending the Application:

3. The Tenant's application diarizes dates and times of noise complaints in Schedule A of his application from September 16, 2021. Only events on and after August 29, 2023 were considered because events before this date are statute barred pursuant to section 29(2) of the *Residential Tenancies Act, 2006 (the 'Act')* which states no application may be made more than one year after the day the alleged conduct giving rise to the application occurred.
4. On October 16, 2025, the Landlord's Representative argued there was not enough details about the diarized list of dates and times of the noise disturbances for the Landlord to know the case required to be met. I disagree.
5. Based on the submissions at the hearing on October 16, 2025, the original member issued Interim Order LTB-T-069841-24-IN on October 20, 2025 which narrows the dates of the noise disturbances based on the available recordings disclosed to the Landlord; including audio recordings of events that took place on August 29, 2023, September 13, 2023, October 13, 2023, February 4, 2024, April 9, 2024, May 23, 2024, July 22, 2024, May 10, 2025, June 3, 2025 and August 26, 2025. These dates were also set out in the Tenant's application.
6. The T2 application does not include a claim for structural deficiencies of walls for noise in the Tenant's rental unit and the application was not amended. Although I didn't make any findings about this issue, it was noted, that TW#3 stated he's not qualified to determine whether something is structurally wrong with the walls in the Tenant's unit and a finding on this issue has already been made in Order TST-23989-21 issued on December 8, 2022.

Disclosure:

7. The Tenant's representative argued the board should not consider submissions uploaded by the landlord after December 5, 2025, as per the interim order LTB-T-069841-24-IN issued on October 20, 2025. The material related to an event that occurred on April 6, 2026, after the deadline set out in order LTB-T-069841-24-IN and I have discretion to consider that evidence. It is noted that LW#3 testified about an event on April 6, 2026, and did not rely on the disclosed report about the noise complaint from the Tenant on April 6, 2026.

Determinations:

8. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities that the Landlord ignored and took no action to address the Tenant's complaints about noise from unit 715. Therefore, the application is dismissed.

Tenant's evidence:

9. The Tenant testified about his quiet enjoyment being interrupted by noise disturbance emanating from unit 715 that was on going for years. The Tenant stated noise was excessive and the transference was heard more so in the kitchen that shares a wall with unit 715. The Tenant also filed two previous applications and according to the Tenant, the noise continues and has worsened. The Tenant testified about noise such as hearing conversation, yelling and screaming, loud appliances, specifically the coffee grinder and vacuum, furniture being dragged across floor, loud music and television, voices on speaker phone and loud footsteps from hard sole shoes. The Tenant also testified and presented audio recordings taken on August 29, 2023, September 13, 2023, October 13, 2023, February 4, 2024, April 9, 2024, May 23, 2024, July 22, 2024, May 10, 2025, June 3, 2025, and August 26, 2025 of noise emanating into his unit to establish that there's some level of noise emanating from the neighbouring unit, 715.
10. The three witnesses for the Tenant also testified they heard noise emanating from adjacent unit when they were in the Tenant's unit: TW#1 referenced an event on March 2, 2025 at 12:00 pm; TW#2 who was dog sitting for three days heard murmurs of phone conversations, and other noises that transferred through the day occurring sometime in 2024; and TW#3 testified he heard music or boom like noise coming from television from the neighbour on either August 26, 2025 at around noon or August 20, 2025 around 11:30 a.m.
11. The Tenant testified he spoke to at least five of the Landlord's agents, including area manager through the years and referenced an email dated March 15, 2016, to Sharon Campbell to establish a long history of reported complaints. He also referred to a more recent email outside the limitation period sent to a Mike S. on July 8, 2023.
12. The Tenant testified the Landlord has done nothing except request that he text the security guard at live time so that the security guard could investigate and the Landlord's response and lack of action has led to continuous ongoing noise that has substantially interfered with his reasonable enjoyment of the unit. In light of the continuing problem with repeated disturbances, the Landlord's response, according to the Tenant, was inadequate.
13. The Landlord challenged the Tenant's evidence. The Landlord also produced texts by the Tenant received on August 29, 2023, September 13, 2023, and October 2023 which read:
- On August 29, 2023, at 3:04 pm - "715 is at it again recording on" and "715 is actually quite funny she's enabling us (lawyer) to record the best yet for the judge"
 - On September 13, 2023, at 8:12 pm - "The innocent tenants in 715 are at it again. Thank god for recording lol it is getting louder?? the water".

- On September 13, 2023 The text response from security states, “I spoke to them [715] not to use it [the water]”;
- On October 13, 2023, at 8:48, the text sent to the security read, “I think tenant in 715 are the ones crazy she vacuumed every night 8:15-9:00 pm for over 2 weeks I recorded b/c lawyer asked me too LOL Just to show judge noise transfer”.

Analysis:

14. Section 22 of the *Residential Tenancies Act, 2006* (the Act) states:

22. 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. In this case, the Landlord is not the one causing the noise and thus is not the one disturbing or interfering with the Tenants reasonable enjoyment. The Landlord, however, has an obligation to address the concerns of their residents and as such, can be found to have substantially interfered with a tenant's reasonable enjoyment if they failed to reasonably respond to their concerns. Consideration was given to divisional court decision in *Hassan v. Niagara Housing Authority, [2000] O.J. No. 5650 (Ont. Div. Ct.)* (“Hassan”). In *Hassan* the Court held that “it is not that the other tenant's actions are imputed to the landlord, but rather, the landlord's legal responsibility to provide the tenant with quiet enjoyment that gives rise to the responsibility on the landlord to take reasonable steps to correct the intrusion of the neighbouring tenant on the tenant's right to quiet enjoyment”.
16. Applying the principles of *Hassan* and in consideration of the evidence in this case, I find that the Landlord adequately responded and did not ignore the Tenant's concerns about noise from the neighbouring unit. There was not enough evidence to support excessive noise disturbance from unit 715, therefore I find the Landlord response having investigated and put measures in place to reduce noise emanating from unit 715 reasonable. I am not persuaded that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit because of the following:
17. There is no dispute the Landlord acknowledged and instructed the Tenant to send texts to security at live time when noise was excessive so security can investigate. The text from the security guard dated September 13, 2023, hereof, confirms the security guard investigated and responded to the Tenant's complaint by communicating the outcome to the Tenant.
18. The text messages the Landlord received on August 29, 2023, and October 13, 2023, from the Tenant are ambiguous and do not explicitly report a noise complaint, nevertheless, the Landlord reasonably inferred these text messages as noise disturbance and investigated each complaint received in live time accordingly. This was also corroborated by testimony from LW#2, the security guard who stated each incident was investigated by going and standing in the hallway directly outside the door of unit 715.

19. LW#3's testified she conducted a test to assess the Tenant's noise complaint. She positioned herself in the Tenant's unit while another employee was positioned in unit 715, The Tenant did not challenge that there was no discernible transmission of noise associated with the coffee grinder occurred through the wall. The Landlord used the coffee grinder as a means of measuring noise from that appliance, which is reasonable, since Tenant reported hearing the coffee grinder through the wall.
20. The Landlord has also performed maintenance work to address sound barrier of the wall in the kitchen in the Tenant's unit. The Tenant stated there was glue soundproofing done in 2016. The Landlord referenced Board's order TST-23989-21 issued December 8, 2022, which made a finding that the sound transmission requirements in the building complied with building code. This decision was not appealed or reviewed and remains in effect. The Landlord has taken reasonable action to improve the wall barrier between the unit.
21. There is no dispute the Landlord spoke to the tenant in 715 (LW#1) and informed her about the Tenant's noise complaints and gave her warnings. This was reasonable action taken by the Landlord. This was also corroborated and acknowledged by LW#1 testimony, who stated she was aware of the Tenant's complaints of noise that transfers into his unit. The tenant in unit 715 is 72 years old widowed woman that lives alone since 2024 and as result she testified that she's taken measures to reduce everyday noise that disturbs the Tenant, having no guests visit, she stopped walking in her unit with hard sole shoes and she vacuums in the day. At times she may use the speaker phone on low when conversing usually between 10:00 and 6:00 p.m. only and watches television in the evening on low volume in the evening.
22. The Tenant's evidence does not establish the severity of the disturbance was a result of the tenant in unit 715 being involved in excessive or disruptive noise that is outside ordinary. I listened to the Tenant's audio recordings for August 29, 2023, at 3:04 pm, September 13, 2023, and October 13, 2023, that sounded the same. The sounds captured ambiance noise and there is was very little in the recording to differentiate the noise, frequency or duration. Each recording also paused at the same spots at 49 seconds, 2:24, 3:10, 2.25 3:37, 3:55, 4:24 and 4.50 seconds which contradicted the Tenant's testimony that they were taken on different dates. There was one recording that was different which captured audio of footsteps associated with hard sole shoes traversing the floor.
23. The Tenant's evidence also supports a finding that there is no unordinary noise that occurred in the early or late hours of day and there was nothing in the recording to establish the level was excessive and that the duration of the noise was unreasonable and beyond activities of daily living. For example, complaints ranged between 2:20 p.m. and latest at 8:48 p.m. and are associated with normal hours of the day. LW#2 confirms hearing sounds when standing at the door, but it was his opinion that the sounds emanating from the unit 715 were associated with normal activities of living and was not excessive to warrant a warning. This evidence was consistent with the Tenant's own testimony and audio recordings of sounds associated with daily activity. I also considered

TW#2's testimony and she described ambient noise emanating from unit 715, which also does not establish the severity of the disturbance was excessive or disruptive noise that's outside ordinary activity.

24. Since the last hearing in October 2025 and May 19, 2026 when the hearing was held, the Tenant reported a noise complaint on April 6, 2026. Although the Tenant wants the Landlord to take legal action, the frequency of the noise complaints is low. The Landlord must balance the interests of both tenants because without adequate evidence of excessive noise, they open themselves up to liability. The Landlord in my view has met their obligation to balance the interest of both tenants in this case.

25. For these reasons, the Tenant has not established that the Landlord has substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

It is ordered that:

1. The application is dismissed.

June 15, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.