



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-102765-24

In the matter of: 605, 744 FANSHAWE PARK RD E
LONDON ON N5X2L9

Between: Andrea Briceno Tenant

And

CAPREIT Landlord

Andrea Briceno (the 'Tenant') applied for an order determining that CAPREIT (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 13, 2026.

The Landlord's Agent, Gabriela Quasresma, the Tenant, and the Tenant's Representative, Kristina Mae Jennings, attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed
2. The Tenant alleges that the Landlord has substantially interfered with their reasonable enjoyment contrary to s. 22 of the Act. They also allege that the Landlord has harassed, coerced, obstructed, threatened or interfered with them contrary to s. 23 of the Act. The Tenant alleges that the Landlord has substantially interfered with their reasonable enjoyment by failing to respond to their complaints regarding another tenant's actions. The complaints were primarily around noise disturbances, however, the Tenant also raised concerns over their safety due to the actions of another tenant. The noise was described by the Tenant as screaming, banging, and violent noises.

Tenant Evidence

3. The Tenant testified that they first told the Landlord about issues with unit 504 in October 2023 and the issues persisted until March 2024, when the Tenant vacated. The Tenant

states that their correspondence with the Landlord consists of approximately 226 emails, however, they were not relied upon at the hearing by the Tenant or raised by the Tenants representative. The Tenant testified that they sent three emails in October 2023, and some emails in November 2023, but did not provide specific dates.

4. The Tenant testified that because of the substantial interference, the Tenant had no choice but to vacate the unit. They are seeking to claim the difference in their new rent being charged in addition to their moving and storage expenses they incurred. The Tenant acknowledges that the Landlord was working with them to try and transfer them to another unit; however, this was not successful as the Tenants desire was to move to Toronto, not remain within London. The Tenant testified that they moved back to Toronto to be closer to their office, and their community supports there. The Tenant testified that she originally moved to London to be closer to her mother but had no desire to remain in the city after her experience in this unit.
5. The Tenant testified that unit 504 had their door missing, that the tenant of this unit would exhibit violent behavior, that he killed his dog, and that he refers to the “KKK” regularly, and that they feared for their life because of this tenant. Focusing on the behaviour that the Tenant is alleging, I asked the Tenant if she has experienced any of these incidents firsthand, and she stated “no”. When asked how she knew that the tenant in unit 504 killed their dog, she stated that she heard it from others, and that she also observed him mourning his dog on his Instagram. When asked about the “KKK” comment, the Tenant states that she can hear mumbled comments from the Tenant about the “KKK” and she believes he suffers from a mental illness. When asked if she has ever experienced violence from the tenant in unit 504, she stated “no”. When the Tenant was asked how the experiences were with the tenant in 504, she described it as “friendly small talk” while passing in the hallway or elevator.
6. Under cross-examination, the Tenant acknowledged that the Landlord served the Tenant with an N5 in November 2023 and January 2024 because of complaints received. That in February 2024, a CAPREIT executive attend the Tenants rental unit to discuss their concerns and address them. During this discussion, the Tenant was offered the opportunity to relocate to another rental unit in London with the same lease terms. The Landlord offered the Tenant the same unit in a different building in London, at the same lease terms and with no penalty for terminating the lease early, but the Tenant rejected the offer.

Landlord Evidence

7. The Landlord’s Representative presented evidence that in response to the Tenant’s complaints a first N5 was served to unit 504 November 28, 2023. The N5 notice was voided as there were no complaints received in the seven-day period following service of the notice. A second N5 was served based on additional complaints received on January 22, 2024. An N7 was served on February 8, 2026, including but not limited to, the Tenant removed their fire rated door from the hinges. The Landlord submitted a request to the Board to shorten the time to their hearing date. The N7 was heard on May 16, 2024, and the tenancy at unit 504 was terminated following the hearing.

Analysis

8. Section 22 of 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. 2006, c. 17, s. 22.

9. Section 23 of the Act states:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant. 2006, c. 17, s. 23.

10. Guideline 6 also sets out factors the Board may consider in making a determination on whether or not a landlord is in breach of s. 22. Guideline 6 states:

Sometimes it is other tenants living in the same building who are causing the disturbance, not the landlord. However, landlords have a positive obligation to provide quiet enjoyment and take reasonable action to address another tenant's conduct that disturbs the complaining tenant. If the landlord fails to reasonably respond to the complaints, the landlord may be in breach of section 22. While the landlord in such a situation is not directly responsible for the actions of the offending tenant, the landlord's responsibility is linked to a failure to take reasonably necessary actions to ensure that the complaining tenants could reasonably enjoy the premises: *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (On. Div. Ct.), *First Ontario Realty Corp. v. Appelrouth* [2012] O.J. No. 3639 (Ont. Div. Ct.).

11. In *Hassan v. Niagara Housing Authority*, 2001 CarswellOnt 4890 (Div. Ct.), the Divisional Court held that a landlord must take reasonable steps to address allegations of substantial interference with reasonable enjoyment by one tenant of another tenant. Failure to do so can result in the landlord being found to have substantially interfered with the complaining tenant's reasonable enjoyment.

12. It may be that the Tenant heard terrible things from others about the occupant in unit 504, however, by their own admission, they described all personal encounters with this individual as positive. I have difficulty believing that the fear of this tenant was so extreme when all personal encounters were positive, and that the Tenant elected to follow this individual on social media. These circumstances do not rise to substantial interference or harassment such that the Tenant had no choice but to move.

13. The issue before me is to determine if the Landlord has satisfied their obligation to investigate and take reasonable steps to follow up with a Tenant's complaints. The Tenant submitted several complaints to the Landlord, which were actioned by serving different notices of termination to the offending tenant, and following the processes laid out by the Board for terminating a tenancy. The Landlord attempted to speak with the offending tenant to correct their actions. I find that the Landlord acted promptly and professionally in addressing the issues and the continued efforts to work with the Tenant and preserve their tenancy in an alternative unit. The Landlord submitted a request for an expedited hearing and did what was in their power to address the Tenants concerns.

14. Therefore, I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and they did not harass, obstruct, coerce, threaten or interfere with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

June 17, 2026
Date Issued

Chris Hall
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.