



Order under Section 31 Residential Tenancies Act, 2006

Citation: Giraldi v Khan, 2026 ONLTB 47935

Date: 2026-06-22

File Number: LTB-T-011481-24

In the matter of: Basement, 215 Leiterman Drive
MILTON ON L9T8B4

Between: Karissa Giraldi Tenant

And

Saleem Khan Landlord

Karissa Giraldi (the 'Tenant') applied for an order determining that Saleem Khan (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 7, 2026.

The Landlord, the Landlord's Legal Representative Haider Khan, and the Tenant 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 tenancy began on June 10, 2023, the Tenant vacated on November 30, 2024.
3. The limitation period with respect to the application is June 10, 2023, when the tenancy began, to November 30, 2024, when the Tenant vacated.
4. The rental unit is a basement apartment in a house; the Landlord and family live on the main floor.

Preliminary Issues

5. Item 1(a) through 1(c) are outside of the limitation; they are with respect to events pre-tenancy.
6. Issues in the application that do not have dates/sufficient particulars are dismissed. Only the following issues are proceeding:
 - Noise: September 11, 16 and 22, 2023; December 26 and 27, 2023.
 - Harassment: December 25 through 29, 2023.

Merits

7. Based on the evidence and testimony before me, 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. I further find that that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.
8. The Tenant testified that she moved into the basement apartment upon the Landlord's assurance that they are not up late at night, and that the unit was sound-proofed. Almost immediately after moving in, the noise from the Landlord's unit/floor started. The noise was mostly in the middle of the night from 11:00 p.m. to 7:00 a.m. The Landlord said because he gets up for work so early, he needs to eat at that time. The Landlord should have advised the Tenant of such a disruptive routine; had the Tenant known, she would not have signed the lease. She spoke to the Landlord and texted numerous times, but the noise continued. The Tenant testified to noise on September 11, 16 and 22, 2023, and referred to a text sent at 5:43 a.m. on September 19, 2023, advising the Landlord there is 'still someone walking with heavy footfall past midnight every night. Last night it was until 12:45 a.m.'. The Tenant described as stomping up and down stairs and like someone was sitting on a chair and pushing it back. When asked if she was a sensitive sleeper, the Tenant responded that she could not quantify her sleep habits.
9. The Tenant also testified on December 27, 2023, the Landlord's son, Hassan, makes noise by walking around and talking on the phone at 4:30 a.m.; the Tenant sends the Landlord videos of the banging noises coming from the main floor. The Landlord advised he was out of town, and his son was home; he admitted that his son's friend is at the house, but he was only supposed to be visiting twice while they were away. Later that day the Tenant sent the Landlord pictures showing that the son's friend had his car parked at the house and reported that they made noise and banging noises for 2-hours. The Landlord again admitted the son and friend were at home but claimed they were only playing with/feeding the cat; this explanation made no sense. The Tenant sent another video recording of Hassan's friends stomping and banging at 7:00 p.m. The Tenant advises the Landlord that she feels harassed and asks for the harassment to stop as it is affecting her quality of life because her sleep is being affected; the Landlord did not respond to her text which equates to harassment. The Tenant referred to the videos in evidence.
10. The Landlord testified he lives on the main level of the home with his wife and 2 children. When he spoke to the Tenant prior to her signing the lease, he told her it was a basement unit, therefore, she would hear regular noises, but they are not noisy at night. He also told the Tenant the unit was no sound-proofed. Any noise he and his family make is not

substantial, it is from regular everyday activities; sometimes someone will get up in the middle of the night to get a glass of water or if hungry, will microwave something. He spoke to his son about the Tenant's noise complaints and was told he was not home on some dates the Tenant complained. Approximately In September 27, 2023, he put runners in the kitchen and hall. He also put foam pads in the living room and on the stairs. He never received any noise complaints from the previous tenant; they lived in the unit for 7-years. The Landlord also testified that he works shiftwork but never said to the Tenant that he woke up at 3:00 a.m.; his morning shifts start at 6:00 a.m. and night shifts he leaves the house by 8:30 p.m.

Analysis

Harassment

11. Based on the evidence and testimony before me, I find the Landlord did not harass the Tenant.
12. Section 23 of the Act says landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
13. The Act does not provide a definition of harassment. The *Ontario Human Rights Code*, R.S.O. 1990, c. H.19, defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". Black's Law Dictionary defines harassment as "*a course of conduct directed at a specific person that causes substantial emotional distress in such person and serves no legitimate purpose*". Harassment in the landlord and tenant context is normally considered to be a course of conduct toward a party that a reasonable person would consider unwelcome and inappropriate.
14. The videos in evidence do not demonstrate noise to the level of harassment. The noise is very faint, barely audible at times; it does not sound like stomping or banging to the degree relayed by the Tenant, as such, it does not meet the level of 'substantial'. In respect of the Landlord son's friend parking/being at the house, even if more times than he was supposed to, does not amount to harassment. Accordingly, this part of the application is dismissed.

Substantial Interference

15. Based on the evidence and testimony before me, I find the Tenant did not prove on a balance of probabilities that the noise she is hearing is any other than that associated to everyday living; the video evidence was of very faint noises and the Tenant only referred to one text dated September 19, 2026 about not sleeping. There was no evidence of furniture being slid across the floor or stomping and banging either through the night or during the daytime. Therefore, this part of the application is also dismissed

It is ordered that:

1. The Tenant's application is dismissed.

June 22, 2026
Date Issued

Diane Wade
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.