



Order under Section 30 Residential Tenancies Act, 2006

File Number: LTB-T-005813-25

In the matter of: 304, 66 VIRGINIA ST
KINGSTON ON K7K5Y4

Between: Ivy Tran Tenant

And

Shoreline Property Management Landlord

Ivy Tran (the 'Tenant') applied for an order determining that Shoreline Property Management (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

Ivy Tran (the 'Tenant') applied for an order determining that Shoreline Property Management (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 May 13, 2026.

The Landlord's Representative, Lorrie McCullough, and the Tenant attended the hearing.

Determinations:

T6 and T2 Application

1. As explained below, the Tenant did not prove on a balance of probabilities the allegations contained in the T6 application. Therefore, the T6 application is dismissed.
2. As explained below, the Tenant did not prove the allegations contained in the T2 application on a balance of probabilities. Therefore, the T2 application is dismissed.
3. I am not satisfied that the Landlord failed to meet their obligations under subsection 20(1) of the Act to repair or maintain the residential complex and did not fail to comply with health or safety or housing or maintenance standards.
4. The Tenant filed a T2 and T6 application but both applications include identical allegations.

5. The Tenant testified that she moved into the rental unit on December 30, 2024. On December 31, 2024, she made a complaint to the Landlord alleging noise disturbances. The noise was described as “noises from the entrance hallway, exterior door slamming and noises from the unit above”. The Tenant also included how loud the entrance hallway and exterior door closing noises were, particularly in regard to the door slamming when it shut. The Tenant alleges that the exterior door is a fire door, and the door does not have self closing hinges as it is required to, and this is leading to the door slamming. In addition to the noise complaints, the Tenant also expressed safety concerns with a lack of lighting in the parking lot of the residential complex. The Tenant states that their complaint regarding lighting was resolved by the Landlord in early February.
6. The Tenant states that on January 3, 2025, she followed up by text message with the Landlord and then following that text message she received an email response to her complaint. She states the Landlord’s response was not satisfactory and simply referred her to submitting her maintenance concerns through the tenant portal. The Tenant states that she followed up with the Landlord on January 7, 10, 21, and 22, 2025, regarding the noise from the exterior door slamming. The Tenant states that the noise from the slamming exterior door was causing her to be woken up every night between 2:00 a.m. – 5:00 a.m.
7. Under cross-examination, the Tenant acknowledges and confirms the following:
 - The exterior door to the rental building that is adjacent to her unit is a fire door
 - Fire doors close automatically
 - First complaint to the Landlord was December 31, 2024, a date in which people are generally on holidays
 - Received response from Landlord on January 3, 2025, when staff returned from holidays
 - On January 8, 2025, the Tenant received an e-mail from the Landlord that they have addressed the noise complaint with the unit above.
 - On January 9, 2025, the Tenant thanked the Landlord for following up with the unit above and stated that their only remaining issue is the exterior fire door making a “slamming” noise when it shuts
 - On January 10, 2025, the Landlord emailed the Tenant advising that the door is on self-closing hinges and meant to close firmly
 - On January 22, 2025, the Landlord emailed the Tenant advising that the door is working according to how it should
 - On January 29, 2025, the Landlord emailed the Tenant that they have further investigated their concerns and they have accommodated the Tenant as much as they can by making the door close as slowly as possible in order to limit the noise. The Landlord stated that the door was adjusted to close as slowly while still being able to close and be secured.
 - There have been no complaints made since February 2025.
8. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

9. In this case I find that the Landlord acted reasonably and responded to the Tenants complaints and that their conduct does not amount to a breach of section 20 of Act. Nor does it amount to substantial interference of the Tenant's reasonable enjoyment. The Landlord made attempts to address the Tenants concerns within a reasonable time and made reasonable attempts to resolve the issues. Following each complaint the Tenant made, the Landlord did respond and did engage with the Tenant, albeit it may not have been the responses that the Tenant wanted to receive, but the Landlord did engage with the Tenant and make reasonable attempts to resolve the issues they had.
10. The Tenant remains in the rental unit – and when asked if they have made any complaints since February 2025 they stated, "none that they can access". The Tenant was prepared diligently for the hearing before me and with clear knowledge of the dates and correspondence she has had with the Landlord. I find it more probable than not that if there were additional complaints, she would have knowledge of them and be presenting me with this information at the hearing. The evidence before me leads me to believe that the Landlord acted promptly in addressing the Tenant's concerns and since advising the Tenant they fixed the issue as best they could, there have been no further complaints.

It is ordered that:

1. The Tenant's applications are dismissed.

June 23, 2026
Date Issued

Chris Hall
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.

