



Order under Section 69 Residential Tenancies Act, 2006

Citation: CHANDRANI v FLYNT, 2026 ONLTB 48792

Date: 2026-06-26

File Number: LTB-L-040029-26

In the matter of: TOP UNIT, 150 HANSEN RD N
BRAMPTON ON L6V2G6

Between: BHUMIKA P CHANDRANI

Landlord

And

ASHLEY FLYNT
SHANE TUCKER

Tenants

Bhumika P Chandrani (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Flynt, and Shane Tucker, (the 'Tenants') because:

- The Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on June 17, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

Preliminary Issue: Request to amend the L2 application.

1. At the hearing, the parties were asked to clarify the identity of Shane Tucker ('ST'), as he was listed on the N5 notice, but was not named in the L2 application. The parties confirmed that ST is a Tenant of the rental unit and should have been included in the application. The Landlord requested an amendment to the application to add ST as a Tenant. As there was no opposition to the request, the L2 application was amended accordingly.

The L2 Application:

2. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, given the circumstances, the tenancy shall be

preserved on the condition that the Tenants comply with the terms of this order as detailed below.

3. The Tenant was in possession of the rental unit on the date the application was filed.
4. The Landlord's L2 application is based on an N5 notice of termination ('N5 notice') served to the Tenants on February 26, 2026, with a termination date of April 9, 2026. The notice of termination alleges that between December 31, 2025, and February 26, 2026, there was extremely loud music and noise coming from the rental unit.
5. Section 64(3) of the *Residential Tenancies Act, 2006* (the 'Act') states that a tenant can void an N5 Notice by stopping the activities or correcting the described behaviour within seven days of being served with notice. In this case, the seven-day voiding period is from February 27, 2026, and March 5, 2026. Based on the evidence and submissions before us, including from a witness, David O'Neil who shares a wall with the rental unit, we are satisfied that the Tenant did not void the N5 notice.
6. The Landlord testified that she received a number of ongoing complaints from the neighboring properties at 148, 152, and 154 Hansen, which required her attention and response. The Landlord submitted that multiple excessive noise complaints (text messages, phone calls, email communications, and noise recordings) were received.
7. The Landlord submits that she has had to spend excessive amounts of time addressing the large volume of complaints and has had to attend the property on multiple occasions in an attempt to resolve the issues. The frequency of the complaints caused the Landlord significant concern and stress.
8. The Landlord testified that she has made ongoing efforts to manage the situation and reduce the impact on the neighboring properties. She states that she has written a letter to the Tenants asking for compliance and suggested practical measures, including the use of headphones. Despite all her efforts, the excessive noise complaints continued. Due to the excessive noise coming from the rental unit, the Landlord was also threatened with legal action and indeed received two demand letters from the neighbour's legal representatives post service of the N5 notice.
9. Two neighbours also testified at the hearing, David O'Neil and Neha Shah, and they both reiterated that the Tenants played excessive loud music with significant bass thumping sounds. The lyrics to some of the music were quite vulgar and derogatory – all of which has impacted them greatly as they have had to switch locations of bedrooms, have lost sleep and changed workspaces all in an effort to try to diminish the effects of the Tenants' behaviour. Complaints were also made to by-law officials.
10. ST did not dispute the allegations contained in the N5 notice. He accepted responsibility for his conduct stating that he has no explanation for his behaviour but that he is committed to changing for the better. When asked what assurances he could provide, ST stated that he would make the necessary changes for the benefit of his children and his expected newborn child that is due next month.

11. Based on the evidence and submissions before us, and on a balance of probabilities, we are satisfied that the Tenant's conduct has substantially interfered with the Landlord's lawful rights, privileges, or interests. The undisputed evidence establishes that the Tenants frequently played excessively loud music at a volume that generated a significant number of complaints from the neighbouring properties such that the Landlord had to respond to numerous complaints. The Landlord also had the additional stress and concern of the threat of legal action if the excessive noise did not cease.

Relief from Eviction

12. We have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act *and* find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
13. The Landlord seeks termination of the tenancy and eviction of the Tenants as the Landlord has attempted on numerous occasions for the Tenants to change their ways and she feels they would not be able to abide by any conditional order.
14. ST wishes to preserve their tenancy and states that his family's circumstances are his reason to change his behaviour going forward. He states that his wife is expecting a child next month and that he has four other children living with them. The children's ages range from 2 ½ to 13 years old. ST testified that the children attend school in the area and maintaining the tenancy is important to his family and animals.
15. While we can appreciate the Landlord's concerns with regards to the Tenants' behaviour, eviction is be a remedy of last resort. While evidence was submitted regarding the Tenant continuing with the behaviours post service of the N5 notice, we believe the Tenant should be afforded an opportunity to change their behaviour and that they do have the capacity to change those behaviours. As such, the Tenants will be given an opportunity to continue their tenancy as long as they comply with the order. Any prejudice the Landlord may be subjected to will be balanced with a section 78 clause.

It is ordered that:

1. The tenancy between the Landlord and the Tenants continues if the Tenants meet the conditions set out below.
2. For a period of 12 months beginning, June 27, 2026, the Tenants shall not engage in or permit anyone living with or visiting them at the rental unit to engage in activities that generate excessive noise, particularly playing music at a volume that results in substantial interference with the Landlord's lawful rights, privileges, or interests.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 of this order, the Landlord may apply under section 78 of the *Act* for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
4. The Landlord incurred costs in the amount of \$186.00 for filing the application and is entitled to reimbursement of those costs.

5. The Tenants shall pay to the Landlord the amount of \$186.00 for the cost of filing the application on or before July 7, 2026.
6. If the Tenants does not pay the Landlord the full amount owing on or before July 7, 2026, the Tenants will start to owe interest. This will be simple interest calculated from July 8, 2026, at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Brandon Valley
Member, Landlord and Tenant Board

Heather Chapple
Vice-Chair, 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.