



**Order under Section 21.2 of the Statutory Powers Procedure Act
and Section 78(11) of the
Residential Tenancies Act, 2006**

File Number: LTB-L-106333-25-SA-RV

In the matter of: 305, 922 GLEN ST
OSHAWA ON L1J 3V1

Between: Vangar Properties Inc. Landlord

and

Evan Fraser
Elicia Middleton Tenants

Review Order

Vangar Properties Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Evan Fraser and Elicia Middleton (the 'Tenants') because the Tenants did not meet a condition specified in the order LTB-L-087630-25-SA issued by the LTB on December 5, 2025.

The Landlord's application was granted by order LTB-L-106333-25 issued on January 7, 2026 without a hearing.

The Tenants' motion to set aside LTB-L-106333-25 of January 7, 2026 was denied by order LTB-L-106333-25-SA issued on January 27, 2026.

By interim order of March 17, 2026, the Board granted the Tenants' request to review, cancelled order LTB-L-106333-25-SA issued on January 27, 2026 and directed that Tenants' motion be reheard.

The motion returned before me in videoconference room 103 on May 5, 2026 for the rehearing.

The Landlord's agent Corry Van Iersel, and the Tenants attended the hearing. The Landlord called Brianna McGibbon and Michelle Cunningham as witnesses. The Tenants called Ann Middleton and Janine Duff as witnesses.

Determinations:

1. Order LTB-L-087630-25-SA issued on December 5, 2025 found that the Tenants had breached the terms of a mediated agreement reflected in order LTB-L-042315-25 issued on September 24, 2025 by yelling and screaming that caused a disturbance but granted

relief by way a remedial order requiring the Tenants to refrain from similar conduct in default whereof the Landlord could apply for termination without notice. The Board granted such an order of January 7, 2026 because the Board was satisfied that:

- On December 15, 2025, at 3:14 p.m., the Superintendent received a report from a neighbouring unit advising that loud banging noises were emanating from the Tenants' unit. The behaviour stated that the Tenants were engaged in a loud verbal and physical altercation, with the sounds echoing into the neighbouring units.
2. The Tenants move to set aside that order because they deny they caused any disturbance on December 15, 2025. The Landlord carries the burden to prove the breach on a balance of probabilities. It relies on the testimony of two neighbours who heard loud noises.
 3. M.C. who lives next door to the rental unit testified that on December 15, 2025, she heard loud noises coming from the rental unit that included yelling and the sound of something thrown against a wall. This witness testified that noise coming from the rental unit has been a persistent problem since she moved into the residential complex in March of 2025. She has applied to the LTB for relief, alleging the Landlord's failure to deal with the problem is substantially interfering with her reasonable enjoyment.
 4. B.M. lives in the unit below the rental unit. At around 3:00 pm on December 15, 2025, she heard the sound of things being thrown onto the floor. She also recognized the voice of the first-named Tenant who was screaming. The application alleges that the resident of the unit below the rental unit observed heard loud noises for some 15 to 20 minutes. The witness did not include that detail in her testimony. This witness also testified that noise coming from the rental unit has historically been a problem and continues to be a problem.
 5. None of the Landlord's witnesses produced any recordings of the noise coming from the rental unit on December 15, 2025. Given the supposed history of noise problems, and litigation about this subject, I find it difficult to understand why B.M. would not make a recording during the 15 to 20 minutes that the noise persisted.
 6. The Tenants denied making any noise on that day. The first-named Tenant said he wasn't even at the rental unit at the time of the alleged incident because he'd gone out. He returned briefly to recover something he'd forgotten and found the superintendent standing outside the door of the rental unit trying to make a recording. The superintendent advised he had been responding to a noise complaint.
 7. The second-named Tenant who was there throughout denied causing a disturbance and speculated that the Landlords' witnesses may have heard her speaking on the phone to the witness A.M. The witness A.M. in turn testified that she visited the rental unit at around the time of the alleged incident and observed no noise. The Tenants also testified, confirmed by the testimony of J.M., that the residential complex is a noisy place with assorted sounds of daily living emanating from many residential units. They asked me to infer from this evidence that the noises observed by the Landlords' witnesses may have come from a unit other than theirs. The Tenants also showed me a photo of their closet door which is allegedly in disrepair and falls off its rail from time to time; perhaps that's the noise the witnesses heard.

8. Based on the foregoing, I find the evidence of both sides to be inconclusive. I find the probabilities evenly balanced and must therefore grant the motion because the Landlord has failed to discharge its burden to prove on a balance of probabilities that the Tenants caused a noise disturbance on December 15, 2025.

It is ordered that:

1. The motion to set aside order LTB-L-106333-25 issued on January 7, 2026 is granted.
2. Order LTB-L-106333-25 issued on January 7, 2026 is set aside and cannot be enforced.
3. The previous order issued on December 5, 2025 with respect to LTB-L-087630-25-SA remains in effect.

May 12, 2026
Date Issued

Nersi Makki
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.