



**Order under Section 78(11)
Residential Tenancies Act, 2006**

Citation: Inc. v Heck, 2026 ONLTB 37261

Date: 2026-05-13

File Number: LTB-L-025496-26-SA

In the matter of: 1016, 400 SLATER ST
OTTAWA ON K1R7S7

Between: Paramount Property Management Inc. Landlord

And

Chelsea Heck Tenant

Paramount Property Management Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Chelsea Heck (the 'Tenant') because the Tenant did not meet a condition specified in the order issued by the LTB on November 27, 2025, with respect to application LTB-L-058887-25.

The Landlord's application was resolved by order LTB-L-025496-26, issued on March 27, 2026. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-025496-26.

This motion was heard by videoconference on May 5, 2026.

The Landlord's Representative, Allan Kouri, the Landlord's Agent, Eric Poirier, and the Tenant attended the hearing. The Landlord also had one additional witness in attendance, Alireza Talebzedeh.

Determinations:

There was not a breach of the previous order

1. The Tenant did not fail to meet a condition specified in the order issued by the LTB on November 27, 2025, with respect to application LTB-L-058887-25.
2. The Tenant disagreed that there was a breach of the previous order. The Tenant testified that for all of the claimed breaches she may have been crying or inadvertently dropped an item or two but denied yelling and screaming as was alleged by the Landlord.

3. The Landlord's witness, Alireza Talebzedeh ("AT"), testified that he is the tenant that lives in unit 916 which is below the Tenant's unit. AT testified that on March 4, 2026, he heard the Tenant screaming and shouting, as if she was in a fight. AT testified that it was loud and clear. AT testified that on March 6, 2026, he was awoken in the morning by something being dropped and then heard shouting again. AT testified that he hears it clearly, things like "stay away" and "why are you doing this". AT testified he heard the screaming and shouting again later that day on March 6, 2026, again as if the Tenant was in a fight. AT also testified that there was frequent non-stop noise on March 14, 2026.
4. In *Gonte Construction Ltd. V Williams*, [1997], O.J. No. 6392, which was about a landlord's application against a tenant where it was alleged noise from that tenant and occupants in her rental unit substantially interfered with the reasonable enjoyment of other tenants, the Court held at paras. 44 to 45:

[44] Tenants are not entitled to absolute silence from their neighbours, but are entitled to the reasonable enjoyment of their own apartments and the various common areas free from substantial interference from other tenants.

[45] This standard applies regardless of the quality of sound proofing between units, although the tolerable decibel levels in a high quality building with first-class sound proofing may well be considerably higher than that in a lower quality building with little, if any, insulation, and yet result in the same degree of disturbance. Whatever the state of construction, it is the result not the volume that counts, and tenants, while being obliged to abide low volume noise from normal, reasonable activities, nonetheless have the right to live their lives without being disturbed by unreasonably high-volume noise.

5. While I have AT's testimony that the noise was loud, the Landlord did not offer any objective evidence of the noise they allege to be so excessive. The Landlord did not offer any audio recordings of the noise, or decibel readings indicating the levels of noise exceeded certain levels, nor did the Landlord call any additional corroborating witnesses that also heard the noise they claimed to be excessive. Instead, I have the Tenant who denies yelling, screaming, or shouting and instead maintains that she just carries on normal day-to-day life.
6. On any application before the Board, the person who alleges any particular incident or event occurred has the burden of leading sufficient evidence to establish that it is more likely than not that their version of events is true. In this case that burden is the Landlord's to establish that the Tenant breached a condition specified in the previous order.
7. I find that both parties provided opposing versions of events and both parties' evidence is equally believable and probable. Where the evidence of the opposing party is as believable as that of the party bearing the burden of proof, that burden cannot be said to have been discharged.
8. In this case, I believe that the AT may have heard the Tenant raise her voice from time to time and maybe even drop an item as that happens in day-to-day living. However, I also believe the Tenant's version of events in that she was either crying or "ranting" as she described it during the hearing. However, I am not satisfied that the noise rose to the level

as complained or to the level of shouting or screaming that would be a breach as found in the ex-parte order.

9. As such, I am not satisfied that the Tenant did in fact breach the November 27, 2025, order and therefore the ex-parte order should not have issued.

10. Therefore, the Tenant's motion is granted, and LTB-L-025496-26 is set aside.

11. I will note that the Tenant brought up what she characterized as the Landlord's employees' ongoing harassment and sexual harassment of her. However, as I pointed out to the Tenant, this is not a Tenant's application and as such I cannot make any findings or orders against the Landlord regarding this and if the Tenant has issues she wishes to raise against the Landlord she should seek legal advice and file her own applications.

It is ordered that:

1. The motion to set aside Order LTB-L-025496-26, issued on March 27, 2026, is granted.
2. Order LTB-L-025496-26, issued on March 27, 2026, is set aside and cannot be enforced.
3. The previous order issued on November 27, 2025, with respect to LTB-L-058887-25 remains unchanged.

May 13, 2026
Date Issued

Nicole Pedron
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.