



Order under Section 31 Residential Tenancies Act, 2006

Citation: Hewitt Bridgewater v Willams and McDaniel Property Management, 2026 ONLTB 45477

Date: 2026-06-15

File Number: LTB-T-009292-25

In the matter of: 10, 47 Princess Cres Princess Heights
Apartment
SAULT STE MARIE ON P6B3P4

Between: Afeisha Hewitt Bridgewater Tenant

And

Willams and McDaniel Property Management Landlord

Afeisha Hewitt Bridgewater (the 'Tenant') applied for an order determining that Willams and McDaniel 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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on May 25, 2026.

The Landlord's Representative John Andersen, the Landlord's Agent Dustin Simons, the Landlord's Agent Aaron Willing, the Landlord's witness Angela Polson 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.

Tenant's Evidence

2. The Tenant testified that she rented the unit before she came to Canada and moved into the unit on August 15, 2024, the unit is on the top floor of the residential complex.
3. The Tenant testified on August 17, 2024 there was a loud party in the unit below her, a copy of the incident report was submitted as evidence.

4. The Tenant testified that from her unit she continually heard crying and stomping which would shake her unit. A audio recording of a conversation she could hear late at night was submitted as evidence.
5. The Tenant submitted a video of her attending the unit below her asking the tenant about the crying, stomping and other loud noises. The tenant in the video denies any crying or stomping, stating that it is just her and her husband in the unit.
6. The Tenant also submitted videos of her stove rattling a crying noise and a bang.
7. The Tenant testified that the noises from the other unit prevented her from sleeping which also affected her daily life and schooling.
8. The Tenant testified that she moved out of the unit because she could not live like that anymore as the noise was really affecting her life and the Landlord did not investigate or respond to her complaints.

Landlord's Evidence

9. The Landlord's Agent Aaron Willing (AW), testified that he had spoken with the Tenant and the property manager to investigate and corroborate the Tenant's complaints but there was no clear evidence of substantial noise.
10. The Landlords Agent Dustin Simons (DS), the property manager, testified that as a result of the Tenant complaint's he had spoke with the tenants below her, requesting that the keep the noise down and although the tenants claimed they had not made any noise, the said they would try to be quieter.
11. DS testified that he responded to the Tenant's complaints, and he submitted a log of dates and times from April 9 through to April 13, 2024, at different times on each date, and confirmed that he was unable to hear any noises coming from the unit below the Tenant's unit.
12. DS testified that he spent 8 months trying to corroborate the Tenant's complaints but found no evidence of substantial noise coming from the unit below the Tenant.

Analysis

13. Section 22 of the Act provides that a landlord shall not substantially interfere with the reasonable enjoyment of the rental unit for all usual purposes by a tenant.
14. A landlord who fails to take reasonable steps to address substantial interference with reasonable enjoyment by one tenant of another tenant can be found to have substantially interfered with the "victim" tenant's reasonable enjoyment of the premises. This means that the Landlord has the positive obligation to provide the tenant with quiet enjoyment and take the reasonably necessary action against any tenant that denies a neighbouring tenant quiet enjoyment of his premises. [*Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (Div. Ct.)].

15. Based on the testimony and the evidence before me, I find on a balance of probabilities, that there was not a substantial interference with the Tenant's reasonable enjoyment of the rental unit. The recordings submitted by the Tenant at the hearing indicates some noise, but the sounds were not unusually loud and were actually so light that words or even what language was being spoken, could not be heard. The Tenant also testified that she had called the police, but no police report was submitted to substantiate her complaints.
16. People living in multi-unit residential complexes must accept that they will hear a certain amount of noise. The mere fact that the Tenant is hearing others does not establish substantial interference with reasonable enjoyment.
17. I further find that the Landlord took reasonable steps to address the Tenant's complaints and throughout 8 months of investigation, were unable to corroborate the Tenant's issues. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant and this claim must be dismissed.
18. I have considered all of the evidence and oral testimony presented at the hearing and although I may not have referred to each piece of evidence, I have considered it when making my decision. This order contains all the reasons for my decision and no further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

June 15, 2026
Date Issued

Brenda Mercer
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.