



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-024619-25

In the matter of: 29 WEEPING WILLOW LANE
Kanata ON K2K1E3

Between: Lesley Dolan Tenant

And

Metcap Landlord

Lesley Dolan (the 'Tenant') applied for an order determining that Joshua Fisher (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on November 27, 2025.

The Tenant attended the hearing.

The Landlord's legal representative, Sofia Enriquez, and two Landlord agents, Giovanni Patroni and Alan Harkness attended the hearing.

Preliminary:

Landlord's legal representative request to amend

1. The Landlord's legal representative stated that the Tenant had identified a former Landlord employee on the application as the "Landlord". The Landlord's legal representative requested to amend the application to remove Joshua Fisher from the application and correct the application to include the Landlord Metcap.
2. The Tenant did not object to the Landlord's legal representative's request.
3. Section 15.4 of the Board's Rules of Procedures on Amending Applications the day of the hearing states:

The LTB may exercise its discretion to grant a request to amend made at the hearing if satisfied the amendment is appropriate, would not prejudice any party and is consistent with a fair and expeditious proceeding.

4. I find it reasonable and not prejudicial to the Tenant to grant the Landlord's legal representative's request.
5. The application is amended and reflected in this order.

Tenant request to adjourn

6. The Tenant requested an adjournment to allow her to amend the application and add more allegations and submit evidence.
7. The stated she had submitted evidence the day of the hearing after speaking with Tenant Duty Council and wished to add more evidence.
8. The Landlord's legal representative objected to the Tenant's request and stated the Tenant has had more than six months since filing the application to amend the application.
9. The Landlord's legal representative stated the Landlord agents had taken time off work to attend the hearing and if the Tenant wishes to add more allegations the Tenant may file another application.

Analysis

10. The Board's Interpretation Guideline 1 Adjourning and Rescheduling Hearings provides guidance on requests by parties to reschedule hearings.

The General Approach of the Board states:

Section 183 of the RTA directs the Board to "adopt the most expeditious method of determining the questions arising in a proceeding that affords to all persons directly affected by the proceeding an adequate opportunity to know the issues and to be heard on the matter."

11. The Courts recognize section 183 of the *Residential Tenancies Act*, 2006 (the "Act") that means the Board is required to consider the public interest in moving applications through the Board in an expeditious manner
12. It is the expectation of the courts that refusal of an adjournment request is reasonable where applications are determined to be unsubstantiated, untimely, repetitive or **result from a lack of preparation**.
[emphasis added]
13. Where the Member is satisfied that the party has received sufficient notice of the hearing and has been provided with an adequate opportunity to prepare their evidence and submissions, summons witnesses and obtain counsel ahead of the hearing date, an adjournment is not usually granted unless there are exceptional circumstances.

14. Board records indicate the Tenant filed the application on March 24, 2025. The notice of hearing was sent to the parties on November 13, 2025.
15. The Tenant has had approximately eight months to prepare for the hearing and consider any amendments the Tenant desired to make prior to the hearing.
16. In my view this amount of time is more than reasonable to allow the Tenant to submit evidence and / or amend the application.
17. In addition, the notice of hearing sent out by the Board gives clear instructions to assist parties on how and when to submit evidence.
18. The notice of hearing in part states:

WHAT YOU SHOULD DO IF YOU HAVE EVIDENCE TO PRESENT:

1. All parties must give each other a complete copy of all the evidence they want to use during the hearing as soon as possible but at least 7 days before the hearing.

5. If you do not provide the other party and the LTB with a copy of your evidence at least 7 days before the hearing (or 5 days for reply evidence) you may not be allowed to use that evidence during the hearing.

19. The Tenant led with insufficient evidence as to whether there were any circumstances as to why she waited so long to request to amend the application. It appears the Tenant had waited until the day of the hearing to speak with Tenant Duty Council and as a result has decided she would like to amend the application to add more claims and file additional evidence to support her allegations in the application.
20. The notice of hearing also provides information specifically for tenants on obtaining legal advice prior to the hearing.
21. The notice of hearing in part states:

If you are a tenant and need legal advice, contact your local community legal clinic. To find a legal clinic in your area, contact Legal Aid Ontario at 1-800-668- 8258. Please seek legal advice before your hearing.

Tenant Duty Counsel has created an online registration system to request legal assistance if you have a scheduled hearing. You can access it at www.tdc.acto.ca. Tenant Duty Counsel is a service provided by Legal Aid Ontario and is not affiliated with the LTB.
22. With the totality of the evidence and submissions before me I do not find it reasonable to adjourn the hearing given the Tenant's submissions. In my view granting the adjournment for the Tenant to have an opportunity for the Tenant to perfect her application is procedurally unfair and prejudicial to the Landlord.
23. For the reasons above the Tenant's request to adjourn is denied.

Determinations:

24. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
25. The Tenant filed a T2 application on March 24, 2025 with allegations the Landlord's Agents harassed, obstructed, coerced, threatened or interfered with the Tenant.
26. The Tenant's allegations are as follows:
 - March 7, 2024 the Landlord property manager, Al gave the Tenant's personal information out to other tenants;
 - March 11, 2024 the Landlord property manager, Al was seen showing a personal letter with false accusations about the Tenant's dog;
 - April 5, 2024 Landlord issued a warning letter to the Tenant accusing the Tenant of screaming and disturbing the neighbours;
 - June 27, 2024 the Tenant claims another tenant assaulted the Tenant's child;
 - August 22, 2024 the Tenant claims she was attacked while on her scooter by another Tenant;
 - August 29, 2024 Tenant claims other tenants harassing her while sitting outside; conduct included one tenant giving the Tenant "the finger" and slandering her;
 - September 1, 2024, Tenant claims other tenants "egged" her rental unit and threw a rock through the window.

Tenant evidence

27. The Tenant relied on oral testimony to support her claims in the application.
28. The Tenant stated the Landlord agents and other employees are targeting her with harassment and slander.
29. The Tenant stated that Landlord agent Joshua was telling other tenants about the Landlord serving an N4 notice for nonpayment of rent on the Tenant.
30. Another allegation includes the Tenant claiming she witnessed one Landlord agent, Al, showing a warning letter to other tenants, that the Landlord had issued to the Tenant regarding her dog being off leash.
31. The Tenant also claims the Landlord has engaged in harassment by issuing her repeated warning letters, and N5 notices regarding her conduct that the Tenant claims are unsubstantiated.
32. Other allegations in the Tenant's application include harassment and physical assault by other tenants in the rental unit.

33. The Tenant submits the Landlord does not take her evidence into consideration when she files a complaint and no action against the Landlord agents or the other tenants has been taken to stop the harassment.

Landlord evidence

34. The Landlord's legal representative stated that some of the Tenant's claims under section 23 of the *Residential Tenancies Act*, 2006 (the "Act") are not admissible claims by the Tenant, as the Act states: "A landlord shall not harass, obstruct, coerce or threaten or interfere with a tenant."
35. The Landlord's legal representative requested the claims regarding harassment by other tenants to be dismissed.
36. The Landlord agent, Giovanni Patroni (GP) is the Property Manager for the Landlord and has been employed since May 2023. Giovanni manages both residential complexes adjacent to each other on the property.
37. GP stated he is aware of the allegations submitted by the Tenant. GP stated that he did not receive any evidence from the Tenant to support her claims. GP informed the Tenant of the absence of any evidence the Tenant could also go to the police.
38. GP stated that when a tenant submits a complaint, he will analyze the claim by obtaining evidence, where possible and investigate as to the credibility of the complaint. If the tenant's complaint is substantiated GP stated either he or staff will attempt to help where possible or act in accordance with Landlord procedure.
39. GP stated the Landlord has a policy and procedure that prevents the Landlord agents from sharing other tenant's information and GP denied the claims made by the Tenant.
40. GP stated that regarding the warning letters issued to the Tenant they are not harassment but the Landlord has an obligation to advise tenants when their behaviour is in breach of the tenancy agreement.
41. GP stated that the Landlord policy is to attempt to address any issues with tenants by way of warning letter in lieu of issuing an N5 notice, which goes on tenant's record. GP stated the Tenant has not received an N5 notice for the letters in question as the Landlord attempted to address the matters with warnings.
42. The Landlord agent Alan Harkness (AH) is the resident manager for both residential complex on the property and has been employed by the Landlord for 21 years.
43. AH is the agent who the Tenant claims delivered the warning letter to the Tenant for the off-leash dog and showed it to other tenants.
44. AH testified he did not deliver the warning letter for the off-leash dog or provide personal information about the Tenant to other tenants.
45. The Landlord's legal representative requested the Board dismiss the Tenant's application.

The Act and Analysis

46. Section 23 of the Act states:

Landlord not to harass, etc.

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.
2006, c. 17, s. 23.

47. On a balance of probabilities means the applicant, in this case the Tenant must show that its version of events is the more probable and should succeed. Saying something is proven on a balance of probabilities simply means that it is more likely than not to have occurred. It means that it is probable, i.e., the probability that some event happened is more than 50%--indeed, 50.1% is sufficient. In all cases, the decision maker must weigh up the evidence and decide which version is most probably true. Consequently, the real truth may never be known. All that can be done is to decide which of the parties has presented the most probable version.
48. The onus rests with the applicant, in this case the Tenant to provide sufficient evidence to support their claim the Landlord agents and other tenants have engaged in harassment. I do not find the Tenant's evidence persuasive enough, relying on her oral testimony as evidence to support her claims for harassment.
49. Although the word harass is not defined in the Act, the [Ontario Human Rights Code](#) defines "harassment" as: "...engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
50. The Tenant has filed the T2 application with claims other tenants, and the Landlord agents have engaged in harassment.
51. The Landlord's legal representative submits section 23 of the RTA allows for a tenant to file an application for harassment on a landlord or a landlord's employees not against other tenants.
52. A landlord's obligation with respect to the harassing behaviour of one tenant by another was addressed in *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (Ont. Div. Ct.). The Court held, at para. 18, "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." This includes taking immediate steps to terminate the harasser's tenancy.
53. Given the finding in *Hassan*, the Landlord does have an obligation to provide quiet enjoyment and take reasonable action to address another tenant's conduct that disturbs or harasses the complaining tenant. If the landlord fails to reasonably respond to the complaints, the landlord may be in breach of section 22 or section 23 of the Act. While the landlord in such a situation is not directly responsible for the actions of the offending tenant, the landlord's responsibility is linked to a failure to take reasonably necessary actions to ensure that the complaining tenants could reasonably enjoy the premises: *Hassan v. Niagara Housing Authority*, [2000] O.J. No. 5650 (On. Div. Ct.).

54. Although the Tenant identified dates of the alleged incidents regarding harassment from the Landlord agents and other tenants in her application, the Tenant led with insufficient evidence to support her position that she put the Landlord on notice of the incidents.
55. I do not find the Tenant credible in her testimony. The Tenants' lack of particulars and specific details regarding the claims the Landlord agents or other tenants have engaged in harassment are such that I am not satisfied the Tenant has met that burden of proof.
56. The Tenant stated that GP does not accept her evidence of the reported incidences of harassment, however the Tenant failed to submit any evidence to the Board to support her putting the Landlord on notice.
57. Normally on an application with claims such as this I would expect to see copies of letters, emails, text or hear testimony with details of specific dates and details of conversations over the phone or in person. In the absence of such evidence the Landlord cannot be held accountable for inaction if the Landlord was not made aware of the Tenant's complaints.
58. In this case the Landlord cannot prove a negative, in that the Landlord can't prove they did not receive notice from the Tenant, therefore the onus is on the Tenant, as the applicant to provide sufficient proof she put the Landlord on notice.
59. Only then can it be determined if the Landlord responded reasonably and in a timely manner.
60. The Tenant declined the opportunity to cross examine AK on his testimony to dispute he did not deliver the off-leash dog warning letter or share information about the Tenant to other tenants.
61. I prefer the evidence of the Landlord and the testimony of the Landlord agents regarding their position that the Landlord attempts to resolve issues by warning letters before serving notices, and that Landlord agents do not share personal tenant information to other tenants.
62. I am persuaded by GP's testimony regarding the Landlord process for investigating tenant complaints and that the Tenant has not provided GP with formal complaints or evidence to support her claims against the Landlord agents or other tenants.
63. I do not find in this case that the Landlord serving warning letters rises to the level of harassment and rather the Landlord is engaging in a more accommodating approach to address the Tenant's conduct in lieu of serving notices of termination which would go on the Tenant's record.
64. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find that the Landlord / Landlord's Agent / Superintendent did not harass, obstruct, coerce, threaten or interfere with the Tenant.
65. Therefore, the Tenant's application must be dismissed.
66. Although this order does not specifically address each piece of evidence individually or reference all the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.

67. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

January 16, 2026

Date Issued

Greg Brocanier

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.