



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-081311-24

In the matter of: 844 MCKAY CRES
MILTON ON L9T6L2

Between: Chantelle Ladouceur Tenant

And

Lynne Basilewski Landlord

Chantelle Ladouceur (the 'Tenant') applied for an order determining that Lynne Basilewski (the 'Landlord'):

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

This application was heard by videoconference on December 9, 2025.

The Landlord, the Landlord's legal representative, Amna Safdar, 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
2. The Tenant alleged that the Landlord harassed coerced, threatened or interfered with the Tenant by giving the Tenant a notice of termination because the Landlord's child required the rental unit for purposes of residential occupation ("N12 notice) in bad faith and thereafter constantly pressured the Tenant to move out of the rental unit, and threatened to initiate legal proceedings, if the Tenant did not move out.
3. The Tenant further alleged that the Landlord violated the Tenant's privacy rights by copying third parties on her email correspondence with the Tenant, and by using her work email to correspond with the Tenant.
4. Section 23 of the *Residential Tenancies Act*, 2006 (the 'Act') states that a landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

5. The Act does not define harassment, but the *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.
6. By way of background, the rental unit was a three-bedroom townhouse. The Tenant had been residing in the rental unit since March 1, 2017 with her two young children. The Tenant moved out of the rental unit on September 29, 2024 pursuant to the N12 notice.
7. At the beginning of March 2024, after the Tenant reported some damage to the rental unit, the Landlord's son inspected the unit and subsequently, on March 11, 2024, the Landlord gave the Tenant N12 notice of termination with the termination date of May 31, 2024.
8. The Landlord gave the Tenant a notice of termination N12 claiming that the Landlord's son and his family wished to move into the rental unit. The Tenant alleged that the Landlord gave her the N12 notice in bad faith and that there may have been another motive behind the service of the N12 notice; however, that is not an issue to be decided in this application.
9. The issue in this application is whether the Landlord engaged in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
10. According to the Tenant, the Landlord repeatedly inquired as to the Tenant's move out date. The Tenant felt pressured and harassed by the Landlord's constant and frequent communications.
11. According to the Tenant, she did everything possible to find alternate accommodation as quickly as she could, but with two small children and after having resided in the rental unit for seven years, it was not easy, and the Landlord's constant pressure caused her emotional distress.
12. The Tenant also alleged that the Landlord violated her privacy when a "strange person" delivered the N12 notice and when the Landlord copied third parties on her email correspondence with the Tenant, and used her work email to correspond with the Tenant.
13. The Landlord testified that she was sensitive to the Tenant's situation and as such did not want to pressure the Tenant and kept communications to a minimum; however, she needed to know whether and when the Tenant planned to move out, as her son's family was under financial pressure and wished to move in.
14. The Tenant gave the Landlord no indication as to when she would be moving out and the Landlord periodically, about once a month, inquired whether the Tenant was successful in finding alternate accommodation. The Tenant was vague in her responses. The Landlord attempted to provide an incentive to the Tenant to move out by reducing the rent for June 2024, she also extended the move out date; however, when the Tenant provided no definite answer, the Landlord filed an L2 application to terminate the tenancy based on the N12, as was the Landlord's right.
15. The Tenant vacated the rental unit on September 29, 2024, and requested that the Landlord withdraw the L2 application scheduled for Nov 6, 2024. The Landlord was amenable to withdrawing the application if the Tenant paid the rent that the Tenant owed (3 months).

16. The evidence before me established that the Landlord emailed the Tenant approximately once a month asking about the status of the Tenant's move. The Landlord did copy her son and daughter-in-law on three occasions, because they were moving into the rental unit and, as such, the Landlord wished to keep them informed. The N12 notice was personally delivered to the Tenant by the Landlord's son, and the Landlord had informed the Tenant before hand.
17. The Landlord used her work email once to communicate with the Tenant when she sent the N12 notice to the Tenant, as she had a scanner at work and not at home.
18. It is the Tenant's burden of proof to establish that the Landlord engaged in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
19. I am not satisfied that the Tenant met the burden of proof, that the Landlord's pattern of conduct amounted to harassment. On the contrary, I found the Landlord's communications with Tenant reasonable, polite, courteous, and by no means excessive. The fact that the Landlord copied her son and daughter in-law on three communications with the Tenant and that she used her work email once also does not amount to a breach of the Act. Those communications were not made public, they were limited to the parties that had an interest in the matter. By no means were they vexatious.
20. The Landlord's failure to withdraw her L2 application was due to the fact that Tenant owed rent to the Landlord and the Landlord wished to resolve all issues of the tenancy. In any case, that conduct occurred after the tenancy terminated and, as such, is not properly before me.

It is ordered that:

1. The Tenant's application is dismissed.

January 26, 2026

Date Issued

Jana Rozehnal

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.