



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-023062-23 and LTB-T-069512-24

In the matter of: 103 Ward avenue
Hamilton ON L8S2E8

Between: Quinlan Mann Tenant
Jasmine Kurtz
Alison Rogers

And

Julia Lee Landlord

Quinlan Mann (the 'Tenant') applied for an order determining that Julia Lee (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; and, harassed, obstructed, coerced, threatened or interfered with the Tenant ("LTB-T-023062-23")

Jasmine Kurtz and Alison Rogers (the 'Tenant') applied for an order determining that Julia Lee (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant. ("LTB-T-069512-24")

This application was heard by videoconference on September 8, 2025 and February 6, 2026.

The Landlord and the Tenants attended both hearing dates. The Landlord's representative Eric Spalvieri attended the February 6, 2026 hearing date only.

On consent, the parties agreed that both applications LTB-T-023062-23 and LTB-T-069512-24 shall be heard together. The parties also consented that both applications be amended to include the names of all 3 tenants as parties for both applications.

Determinations:

1. As explained below, the Tenants proved some of the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord must pay to the Tenants the sum of \$4,198.00.
2. The Tenants' T2 Applications LTB-T-023062-23 and LTB-T-069512-24 were filed, respectively, on May 1, 2023 and August 27, 2024. The applications were brought pursuant to s.29(1) [Residential Tenancies Act, 2006](#) (the 'Act').

3. By way of background, the Tenants signed a joint tenancy lease and moved into the rental unit in early 2022. The monthly rent was \$2275/month.
4. The Tenants resided on the upper 2 floors of the building, while the Landlord's family resided on the 1st floor/basement area. The tenant Quinlan Mann (Tenant Mann) vacated the rental unit in August 2023, while the tenants Jasmine Kurtz (Tenant Kurtz) and Alison Rogers (Tenant Rogers) vacated on August 31, 2024.
5. The applications allege the Landlord substantially interference with their reasonable enjoyment of the rental unit; and, harassed, obstructed, coerced, threatened or interfered with the Tenants.

The First T2 Application

6. The Tenants' T2 Application filed May 1, 2023 (the "**First T2 Application**") alleges, in broad terms, that the Landlord made unreasonable demands and sent over 40 emails to the Tenants between January 10, 2023 and February 5, 2023; and, that the Landlord pressured the Tenants to leave the rental unit by, among other tactics, contacting outside 3rd parties.

i Unreasonable demands / Accusatory and rude communications:

7. The Tenants claim the Landlord emailed the Tenant Kurtz in the late evening (11:05pm) of January 18, 2023 requesting that the Tenant Kurtz's bike, which was locked up by the backyard porch, be moved "ASAP". According to the Tenants, the request was purportedly due to "carpentry work" to be performed on the back deck. The next morning, the Tenant Kurtz moved her bike to the downstairs landing, however the Landlord proceeded to send multiple emails to all Tenants requesting that the bike be moved once again. It is alleged the requests were made for ulterior reasons, namely as retaliation for the Tenants refusing an illegal rent increase request and/or to coerce the Tenants to move out. It was further noted that the carpentry work was not completed on the backyard porch.
8. In addition to the correspondence related to the bike location, the Tenants alleged the Landlord emailed the Tenants approximately 40 times from January 10, 2023 through to February 5, 2023 and that the emails caused undue stress and were inappropriate in nature. In support, the Tenants produced multiple inappropriate emails communications received from the Landlord, whereby the Landlord also called the Tenants names (and revealed personal information concerning one of the Tenants need to have a personal guarantor due to her income). As an example of some of the communications sent , on January 18, 2023 the landlord stated as follows:

...our relationship has become so embittered and acrimonious, I truly don't believe we should maintain landlord-tenant relationship any further.... I truly don't like tenants pushing their house-mate to rescind their right and start all over again....

...This is completely brutal and bloody when some people just purely think about their own benefits

9. On January 19, 2023, the landlord stated as follows:

...Stop being selfish by causing harm to others

...I couldn't believe you are so freaking selfish

10. On January 21, 2023, the landlord stated

...Why would you lie to me... [emphasis added]

11. The Landlord Julia Lee (the "Landlord") denied any harassment and noted the Tenants were being uncooperative with one of their then joint tenants, Survanshu, who sought to leave the rental unit. The Landlord elaborated she was merely trying to assist Survanshu by seeking the Tenants cooperation in removing Survanshu from any further lease obligations. With respect to the bike removal, in particular, the Landlord submitted the removal requests were for legitimate reasons, including facilitating pending carpentry work, ensuring compliance with the Fire Code and maintaining in good standing the Landlord's rental licence. The Landlord also stated the Tenants misinterpreted her use of the term "ASAP" in the initial request, as the Landlord merely sought to have the bike moved sometime that weekend.

12. The onus to prove the allegations rest with the Tenants. Based upon the evidence submitted, I do not find that the Landlord's request that the Tenant Kurtz' bike be removed, on its own, rises to the level of constituting a breach under the Act. In this regard, I am not satisfied on a balance or probabilities that the Landlord was acting in bad faith in relation to the request itself.

13. Notwithstanding the foregoing, I do find the Landlord's multiple accusatory and inappropriate emails in or around that time constituted substantial interference with the Tenants' reasonable enjoyment of the rental unit. Here, the Landlord sent an excessive number of emails in a relatively short period of time which engaged in name calling and which appeared accusatory in nature. It is clear the Tenants were impacted by the Landlords' communications during this time and that their enjoyment of the rental unit was significantly altered as a result. In the circumstances, I find a 50% abatement for the period extending from mid-January 10 2023 through to early February 2023 to be appropriate, for a total abatement of \$1150.00.

ii Emails to 3rd parties:

14. The Frist T2 Application also alleges the Landlord sent emails to 3rd parties which, in addition to breaching the Tenants' right to privacy, were defamatory and libellous. In particular, the Tenants claim the Landlord repeatedly emailed the Tenant Mann's academic direct supervisor (JM) on March 14, 21, 28, 2023, accusing the Tenant Mann of various forms of misconduct throughout the tenancy. The Landlord stated as follows:

- *“Quinlan wanting to abuse the rights of an innocent student...”*

- that the Tenants were “coercing” as well as engaging in “abuse” and “discrimination” of another student

- the Tenants *“seriously endangered the fire safety of the house, they wouldn’t care. How could some young people be so cold-blooded not considering other’s safety”*

- *“Quinlan wanting to abuse the rights of an innocent student...Would you be so kind to talk to Quinlan to start treating his fellow student morally, ethically and stop coercing his housemate...”*

15. The Landlord’s conduct, in the circumstances, is egregious and inappropriate. The Tenant Quinn testified as to the unnerving feeling of the Landlord contacting an outside 3rd party and essentially engaging in libelous behaviour that could potentially impact his career prospects. While the Tenant Quinn could not point to any direct negative consequences arising from the emails, I accept the Tenant Quinn’s testimony that such conduct could have indirect consequences (i.e. by not receiving a grant, promotion etc.). I also find it reasonable that the Landlord’s decision to reach out to an outside 3rd party - especially someone in a position of authority to the Tenant(s) - would cause concern and worry about potential ramifications. Given the gravity of the Landlord’s behaviour, including the resulting impact on the Tenants’ overall enjoyment of their living situation, I find an approximate 1-month abatement to be appropriate, for a total of \$2500.00.

16. While the Tenants produced further email correspondence from in or around early 2023 through to April 2023 between the landlord and other 3rd parties – including the prior tenant Survanshu Saxena (Survanshu), such allegations were not sufficiently particularized in the First T2 Application and thus, were not considered as a remedy under the First T2 Application.

The Second T2 Application

17. The Tenants’ T2 Application filed August 27, 2024 (the “**Second T2 Application**”) alleges, in broad terms, that the Landlord sent rude, threatening and/or accusatory communications; and, that the Landlord installed video cameras to monitor the Tenants’ behaviour and engaged in other problematic behaviour.

i Communications

18. The Second T2 Application alleges that the Landlord has sent them an excessive number of emails, many of which were either rude, threatening or accusatory. A detailed chart, itemizing incidents from September 4, 2023 through to June 2024 (being a period of time not covered in the Tenants’ First T2 Application) was include in the application.

19. In support of the allegations made, the Tenants produced multiple email correspondences.
20. As a starting point, I find that some of the noted incidents do not rise to the level of constituting a breach under the Act. For instance, the Tenants pointed to emails from the Landlord's agent regarding tenant insurance, disposal of garbage, and/or other routine inquiries. As an example, On September 22, 2023, the Landlord's agent wrote "...*Just a reminder to everyone that forgot how to sort recycling and garbage between April and September*" and on September 24, 2023, the Landlord's agent wrote: "...*Please take your garbage to where its supposed to go...see what happened when you don't....raccoons, cats and skunks will rip it apart and defecate all over the fire escape*". Although such communications were not well received by the Tenants, I am satisfied this could have been at least partially the result of a misunderstanding in tone or miscommunication that could naturally occur over email.
21. Of a more serious nature, however, the Tenants alleged that the Landlord libelled the Tenants in communications occurring in April 2024. In particular, the Tenants produced an April 1, 2024 letter written by the Landlord to the Board and posted to the LTB portal in April 2024 in support of the Landlord's then L2/N7 Application in matter # LTB-L-067191-23 (the "Letter").
22. Initially, the Letter shows the Landlord, in part, was attempting to support/bolster the Landlord's request for eviction under the L2 Application. For instance, the letter contained allegations regarding garbage clean-up and purported violations of the Fire Code. The Letter, however, contained other more concerning allegations that appear unrelated to the allegations pled in the Landlord's L2 Application. For instance, the Letter alleged in considerable detail that the Tenant Kurtz had taken a "*picture of the minor and not the adult that was with him (my partner)*" who were outside the Tenants' entrance door. The Letter states that the matter was reported to police and additionally alleges the Tenants "*illegally downloaded something*" as a result of a copyright infringement warning received by the Landlord from their internet provider.
23. It is clear the Tenants strongly oppose the content and intent of the Letter, stating the allegation of taking photographs/downloading videos are libellous in nature, a clear misrepresentation and caused significant stress and anxiety. It was submitted the Landlord's insinuations and unjustified attempt to assign criminality were made with the intent to harm the Tenant(s) and their career/prospects.
24. The onus to prove the allegations rest with the Tenants. Based upon the evidence presented, I find the Landlord breached their obligations under the Act as a result. While the substance of the Landlord's L2 application is not before me, I am not satisfied the allegations related to taking photographs/downloading videos in the Letter were sufficiently related to the L2 application to justify their inclusion in the Letter. Furthermore, when read

as a whole, I find the Letter was used as a means to intimidate and coerce the Tenants. The Tenants testified as to the impact and unnerving feeling created as a result of the Landlord's behaviour and I find the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant as a result. An abatement of \$500, as requested in the Tenants' Second T2 Application in respect of the Letter, is reasonable in the circumstances.

ii Camera Installation

25. The Tenant's Second T2 Application particularizes that from October 2023 through to August 2024 there were "*cameras installed and watching us*". In particular, the Tenants accuse the Landlord of installing cameras outside the rental unit to illegally record and harass the Tenants and their guests. The Tenants admitted the cameras were not "*pointing inside the rental unit*", however it was noted that the Landlord had uploaded videos to the LTB portal which showed a pattern of monitoring the activity of people coming and going from the rental unit.
26. The Landlord acknowledges that cameras were installed at the building but denied they were used to harass the Tenants. The Landlord noted the cameras were not pointed towards the unit and it was suggested the cameras were installed in good faith. The cameras were limited to the common area usage of the building and one of the videos purportedly taken was (admittedly) of a roommate of the Tenants illegally dumping garbage.
27. The onus to prove this allegation rests with the Tenants. While it is clear the parties have an acrimonious tenancy, the cameras are not pointed towards the rental unit. Moreover, given the illegal dumping of garbage (by the Tenants' roommate) captured by the video footage, I am not satisfied on a balance of probabilities the cameras were installed for the purpose of distributing/harassing the Tenants, as opposed to supporting a legitimate business interest. I do not find the Tenants have established a breach under the Act in respect of this allegation.

iii) Miscellaneous behaviour

28. The Tenants' Second T2 Application alleges the Landlord filed an L2 in bad faith and failed to cancel an A2 application resulting in wasted time and efforts. With respect to the A2 Application, the Tenants noted the Landlord did not cancel the hearing in a timely manner (after the Tenants vacated), resulting in the Tenants having to attend the hearing for no reason.
29. The Landlord denied the allegations and noted they sought unsuccessfully to cancel the A2 application hearing in advance of the hearing. In this regard, the Landlord produced a copy of the emails sent to the Board in support of the cancellation request.
30. While the substance of the Landlord's L2/A2 Application are not before me, there was insufficient information presented to show that the commencement of such applications - or

the Landlord failure to cancel the A2 hearing in a timely manner – was in bad faith or rises to the level of constituting a breach under the Act. This allegation is dismissed.

Rent Differential / Fine

31. In addition to a rent abatement, the Tenants also sought a rent differential of \$4920.00. The Tenant Allison Rogers (AR) admitted she moved out at least partially due to being accepted into a university program at a different city. As the remaining Tenants failed to produce documentation showing the increased rent being paid elsewhere and given the differing departure times of the Tenants, the Tenants rent differential claim is denied.
32. The Tenants also sought that an administrative fine be imposed. An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Given the remedies already awarded, I do not find that a fine is required in the circumstances.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,198.00. This amount represents:
 - \$4,150.00 for a rent abatement.
 - \$48.00 for the cost of filing the application.
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2. The Landlord shall pay the Tenant the full amount owing by April 19, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 19, 2026, the Landlord will owe interest. This will be simple interest calculated from April 20, 2026 at 4.00% annually on the balance outstanding.

April 8, 2026
Date Issued

Peter Nicholson
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.