



Order under Section 31 and 32 Residential Tenancies Act, 2006

Citation: Judic-Mosquera v Parsons, 2026 ONLTB 23619

Date: 2026-04-07

File Number: LTB-T-042550-25

In the matter of: 2, 351 WOODBINE AVE
TORONTO ON M4L3P5

Between: Liliana Judic-Mosquera Tenant
Tara Elise Judic D'Souza

And

Jeff Parsons Landlord

Liliana Judic-Mosquera and Tara Elise Judic D'Souza (the 'Tenant') applied for an order determining that Jeff Parsons (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 (T2 application);
- harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 application); and
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards (T6 application).

This application was heard by videoconference on March 11, 2026.

The Landlord and the first named 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. Some of the allegations contained in the application are statute barred. Under section 29(2) of the Act, no application can be made under section 31 and 32 of the Act more than one year after the day the alleged conduct giving rise to the application occurred. The application was filed on May 26, 2025, therefore allegations made more than a year prior to that date were not heard and considered.

3. At the onset of the hearing, the Landlord raised a preliminary issue that the Tenant uploaded on the portal new evidence, and new remedy claims, and that this was not served on the Landlord. The Landlord was only made aware of the evidence the morning of the hearing as he logged into the portal and saw it there. The Teant uploaded the evidence package two days prior to the hearing.
4. In accordance with Board Rule 15, the Tenant must serve on the Landlord and to the Board any new evidence or any documents at least 7 days prior the hearing. As this was not done, I find this would be too prejudicial to the Landlord, therefore the new evidence and new remedies sought will not be considered.

T2 Application

5. The Tenants T2 application alleges the Landlord substantially interfered and harassed the Tenant by failing to resolve issues between herself and another tenant, in particular a dispute between a parking issue and a laundry issue. The Tenant also alleges harassment and substantial interference in that the Landlord served her with an N13 notice in an effort to evict her after a disagreement on the repairs after a flooding incident.
6. The residential complex is comprised of three rental units. The Tenant lives on the main floor, and the other two rental units are above and below her unit. There is a common laundry room in the basement used by all tenants.

Laundry Dispute

7. The Tenant testified that there is an ongoing laundry issue between herself and the tenant upstairs. She feels the Landlord has done nothing to resolve the issue and that the Landlord contributed to the harassment and substantial interference she is receiving.
8. The Landlord started a group email chain between himself, the Tenant, and the tenant upstairs to address the laundry issue. The Tenant testified there were 15 emails and texts from March 5, 2024, to November 24, 2024, regarding the laundry issue and that the Landlord did nothing to resolve it.
9. The Tenant also feels targeted because she was first asked by the Landlord to use non scented dryer sheets, then non scented laundry soap, and then was asked if she smelled an odor in the residential complex. Because of all this, she felt an escalation in the harassment and felt targeted.
10. The Tenant pointed out one message the Landlord sent on September 13, 2024, to the Tenant that she felt was harassing that said, "...Both of you want to talk to me but it would be better if you spoke to each other like adults".
11. The Landlord testified that the tenant upstairs had an allergy to scented products, and he was trying to come up with solutions to solve the issue. The Landlord asked the Tenant if she would be willing to use scent free products, and she agreed to. The Landlord received complaints that there was a smell in the residential complex, and he did ask the Tenant, as well as the other tenants, if they knew what the smell was.

12. Since November 24, 2024, there were no longer any laundry issues, and the tenant upstairs moved out in August 2025.
13. Section 23 of the Act states that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant. Although there is no definition of harassment under the Act, it is generally accepted to be a course of conduct that a landlord knows or ought to have known would be most unwelcome to the reasonable tenant.
14. In reading the text messages and emails, I do not see any harassment or substantial interference from the Landlord. On the contrary, I find the Landlord is trying to solve the laundry issue between the parties as neither party was satisfied. In my view, the Landlord created the group email communication in good faith to try to involve all parties in solving the issue. If the Tenant felt like the upstairs tenant was sending her harassing emails in response, the Tenant could have blocked her and ended communication. She did not do that. The Landlord has no control over the messages sent by the upstairs tenant to the Tenant. The Landlord told both parties in an email dated June 18, 2024, to remain civil and respectful of each other.
15. The Tenant may not have liked what Landlord said in his email dated September 13, 2024, however this does not rise to the level of harassment. Therefore, the Tenant's claim to the laundry issue is dismissed.

Parking Dispute

16. The Tenant's evidence is that on approximately 5 different occasions within a three-month period starting on June 30, 2024, the tenant upstairs parked in her parking spot. The Tenant feels that the Landlord did not do enough to address the situation with the other tenant.
17. The Tenant's evidence is that the Landlord would respond only after she followed up with him a second time. The Tenant said that the vehicle would be moved, however, not in a timely manner. There was no evidence presented as to how long the vehicle was parked in her parking spot. The Tenant does not have a car, but at times rents a car.
18. The Tenant also submits that she told the Landlord about unwelcome text messages the upstairs tenant was sending her. For example, the upstairs tenant sent the Tenant a message on June 13, 2024, saying "Can you get a life and stop putting the green bin in my way." She addressed this with the Landlord, and felt that the Landlord did nothing about it.
19. The Landlord submits that each time the Tenant told the Landlord about the parking issue, he would address it immediately with the tenant upstairs. The Landlord feels that he has addressed the issue each time by reaching out to the upstairs tenant to ask her to move her car, which he feels was done almost immediately. The Landlord testified on one occasion he was unable to reach the upstairs tenant, but that when he spoke to the Tenant to let her know that, the Tenant advised the car was already moved.
20. There is no evidence before me that the Landlord failed to address the parking issue with the upstairs tenant in a timely manner. The Landlord addressed the parking issue with the upstairs tenant each time, and the upstairs tenant would move her car. This was during a 3-month period that occurred on five different times, and the car was only parked in the

Tenant's parking spot for a short period of time. This does not amount to substantial interference or harassment. The Landlord is not responsible for the text messages and emails between his two tenants. As mentioned earlier, the Landlord did send an email to both parties to promote civility and respect, and the Tenant should have blocked the upstairs tenant's phone number and email if she felt she was receiving unwelcome messages.

Flood in February 2025

21. The Tenant testified about a flood that occurred in her rental unit in February 2025. Because of that flood the Landlord agreed to do some patching and painting to most of the ceilings and to paint the hallway. The Tenant testified instead of doing the work, that the Landlord served the Tenant an N13 notice, which is a notice to end the tenancy because the Landlord wants to conduct major repairs, on April 30, 2025, with a termination date of August 31, 2025. Again, she feels this is harassment.
22. The Tenant provided an email that the Landlord sent the Tenant on February 24, 2025, indicating he would be painting the areas in question.
23. The Landlord indicated that the person he hired to do the renovations would need 3 days to do the patching and painting. The Tenant felt like she needed to vacate for at least 10 days as she did not want to be exposed to the paint fumes and wanted the Landlord to grant her a rent abatement during that time. The Landlord refused to do so.
24. Although he did agree to do the repairs in an email dated February 24, 2025, in a subsequent email, the parties agreed that the repairs would be done when it was nicer outside.
25. At that time, the Landlord was aware the upstairs tenant would be vacating in August 2025. Because of that knowledge, and because the building was old, the Landlord decided he wanted to do extensive repairs to both units, which included floors, electrical, etc. and therefore he issued the N13 notice to the Tenant.
26. The Tenant exercised her right to remain in the rental unit and challenged the application that was heard at the Board on November 17, 2025. On January 5, 2026, the Board dismissed the application because the Landlord did not obtain the necessary permits, as there was a discrepancy as to whether the residential complex contained two or three rental units. Because of that discrepancy, the City would not issue the permit until the classification issue was resolved. The Landlord indicates he is still working on the permits to get this sorted and still plans on doing major renovations. The Landlord indicates the rental unit upstairs remains vacant as he is waiting on the permit from the City.
27. The Landlord acknowledges he was waiting to do the painting and plastering until the Board decided on his N13 application. Prior to this hearing, the parties have agreed on the scope of work to be conducted and that the painting and plastering is going to start on March 15, 2026.
28. Although there is a significant delay in the Landlord conducting the renovations, I do not believe that the Landlord issued the N13 notice as retaliation or harassment. The Landlord is permitted to serve notices on tenants, just like the Tenant is permitted to remain in her

rental unit and exercise her rights until she is ordered to vacate, and just because the application is unsuccessful that does not amount to harassment. I do not believe the Landlord harassed the Tenant by serving her with an N13 notice. The Landlord testified he is still working on the permit with the City of Toronto, and that the rental unit upstairs remains vacant. I do not believe that because the Tenant asked the Landlord to pay for 10 days of rent abatement while the Landlord conducted the repairs, the Landlord retaliated against the Tenant and served an N13 notice to the Tenant.

29. Therefore, the issue with the N13 issue being served as harassment is dismissed.

T6 Application

Lack of Outdoor Maintenance

30. The Tenant's T6 application is about the Landlord failing to maintain the outdoor spaces in the winter by not ensuring the pathways are snow and ice free, which led to one occasion where the Tenant fell and hurt her knee. The Tenant is requesting the Landlord pay for her physiotherapy, massages, time taken off work, and transportation, due to the fall.
31. The Tenant testified that on January 27, 2025, she slipped and fell in front of the entrance door due to ice buildup and that she injured her left knee. The Tenant says she told the Landlord verbally about the incident on February 7, 2025. On February 24, 2025, the Tenant sent the Landlord an email reminding him that she fell, and that the current condition of the outdoor common walkways were icy.
32. The Landlord responded to the email the Tenant sent the following day, indicating he cleared the path and scrubbed the ice down, and salted the pathway.
33. The Tenant submitted into evidence two pictures that she said she took on February 11, 2025, and February 13, 2025, of the outdoor common walkway. The pictures showed snow was removed, but some ice patches remained. There was no evidence in front of me that suggests the Tenant discussed with the Landlord the ice on the pathway on these two dates in question. The Tenant does say that since she discussed the situation in her February 24, 2025 email, that the outdoor maintenance has been better.
34. The Tenant testified that she went to the doctor a few days after her January fall and she asked her doctor for work accommodations. The Tenant says she went several times for an ultrasound and on May 20, 2025, she went for an MRI on her knee which revealed she had a flat tear with displaced fragments to the knee joints.
35. The Tenant uploaded into evidence her MRI report dated May 20, 2025. The Tenant provided copies of her physiotherapy and massage receipts, but those receipts did not disclose the reason for the treatment. The Tenant did not provide into evidence the doctor's visit that took place a few days after she fell, nor anything regarding her accommodation request.
36. The Landlord's position is that he does regular outdoor maintenance in accordance with the City guidelines regarding snow removal, and that if he sees ice, he uses salt. The Landlord acknowledges the Tenant told him about her fall, but says that she told him almost two weeks after it happened and he does not believe his negligence caused her

fall. The Landlord also testified that when he is advised that there are other maintenance concerns, he acts on the requests.

37. I do not find that the Tenant has established the Landlord failed to maintain the pathway which resulted in her fall. I find it peculiar that the Tenant uploaded into evidence the MRI report dated May 20, 2025, but did not upload evidence proof of her doctor's appointment that the Tenant says she attended a few days after the fall. When asked why, the Tenant responded that she did not think she needed to which I find contradictory because she uploaded into evidence her May 20, 2025 MRI report. The Tenant did not take pictures of the pathway on the date she alleged she fell therefore I am unable to determine what the condition of the walkway looked like on that date.
38. What this means is that there is not enough evidence in front of me to establish, on a balance of probabilities, that the Tenant fell on the date in question and injured her knee, and that it was because of the lack of maintenance by the Landlord.
39. For those reasons, the T6 application is dismissed for lack of evidence.
40. At the end of the hearing, just prior to closing submissions, the Tenant asked to amend the application to ask for a rent abatement between 25% to 40% per month from February 2025 up to the hearing date due to the delay in doing the renovations that were caused by the flood.
41. The Tenant did not comply with the Board's Rule 15 concerning amendments, and I find the request to amend was made too late and it is too prejudicial to the Landlord. Therefore, the amendment request is denied.
42. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
43. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The Tenant's T2 and T6 applications are dismissed.

April 7, 2026
Date Issued

Paula West Oreskovich
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.