



## **Order under Section 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-072973-23

**In the matter of:** 603, 250 Heath St. West  
Toronto ON M5P3L4

**Between:** Ann-Marie Schnurr Tenant

**And**

Allan Weinbaum Landlord  
WJ Properties

Ann-Marie Schnurr (the 'Tenant') applied for an order determining that Allan Weinbaum and WJ Properties (the 'Landlord'):

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

This application was heard by videoconference on December 23, 2024 and January 16, 2026.

The Landlord's Agent, Neil Greenspan (NG), the Landlord's Legal Representative, David Ciobotaru, and the Tenant attended the hearings. Constante Ablang (CA) attended as a witness for the Landlord.

### **Preliminary Issues:**

1. The Tenant filed requests to amend the T2 application on July 22, 2024, December 3, 2024, December 5, 2024, and December 15, 2024.
2. These requests for amendment were properly served on the Landlord, and the Landlord did not contest the amendments; as such, I accepted the amendments as submitted.

### **Determinations:**

3. The Tenant filed an application about Tenant Rights ('T2 application') with the Board on September 15, 2023. The T2 application indicates that the grounds for the application is that the Landlord, or agents of the Landlord, harassed, coerced, obstructed, threatened or interfered with the Tenant.
4. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

5. The Tenant has resided in the rental unit from 2011 to the present. As of January 1, 2025, the monthly rent for the Tenant's rental unit was \$2,806.18.

### **The Tenant's Evidence**

6. The Tenant's amended T2 application alleged that the Landlord and the Landlord's agents harassed the Tenant through their verbal and written responses to concerns she raised about the upkeep, maintenance and safety of the residential complex, as well as through restrictions imposed on her and other tenants' access to portions of the residential complex. The alleged harassment happened during the period March 2023 – December 2024. The Tenant raised concerns from April and June 2022 which I cannot consider because these incidents occurred more than one year before the application was filed and therefore fall outside of the one year limitation period identified in s. 29(2) of the *Residential Tenancies Act, 2006* (the 'Act').
7. The Tenant submitted that she raised issues regarding the temperature in the residential complex's hallways, the defacement of a Tenant Association poster, concerns about asbestos in the parking garage and ceiling materials, concerns about odours in the hallway and concerns about the security of the front door to the residential complex. The Tenant contends that the responses she received were insufficient and that the tone and tenor of the verbal and written responses from the Landlord's agents disparaged and harassed her and were rude.
8. The Tenant also submitted that she was harassed by the Landlord's agents misusing CCTV footage in the residential complex and failing to provide her with 24 hours notice for access to her rental unit. The Tenant acknowledged that access to the unit in the alleged instances was not provided and that alternate access was negotiated with the Landlord's agents.
9. The Tenant provided copies of the communications she had with the Landlord's agents into evidence. These communications included emails with the property manager (Neil Greenspan), the Superintendent (Constante Ablang) and another employee of the Landlord (Amy G.). The Tenant also provided copies of notices sent by the Landlord to all tenants in the residential complex.
10. The Tenant also submitted that Landlord harassed her by improperly restricting access to a bathroom adjoining the residential complex's laundry room and refusing to allow the use of the complex's lobby for a Holiday Social and an Earth Day event.
11. The Tenant provided copies of communications she had with the Landlord's Agents regarding these incidents.

### **The Landlord's Evidence**

12. The Landlord's Agent, NG, testified at the hearing. He indicated that his interactions with the Tenant were primarily in writing and that the topics of these communications were both about substantive issues (maintenance concerns) and the Tenant's concerns about responses she received from the superintendent, CA.

13. NG indicated that the Tenant's concerns were always addressed promptly and professionally by the Landlord. He acknowledged that there was frustration evident in CA's responses to the Tenant's communications and CA felt that he was being harassed by the Tenant. NG indicated that there were no other complaints about CA from other tenants and that CA had been on this job for 35 years.
14. NG addressed the Tenant's allegations regarding the limitation in use of facilities within the residential complex, testifying that the bathroom access was restricted due to misuse of the facility by visitors to the building and that the additional events requested by the Tenant were denied in an effort to balance the use of common areas between all tenants.
15. CA testified at the hearing about being frustrated by the Tenant's communications with him. He indicated that the Tenant generally came to him or his spouse directly, rather than using the Landlord's online reporting system. CA submitted that he always dealt with the Tenant's issues promptly, but that it was difficult to satisfy the Tenant.
16. CA also submitted that the Tenant was in the habit of repeatedly checking on issues she reported and that this activity was frustrating, as he acted on issues expeditiously and did not appreciate the Tenant checking his work.

### **Analysis**

17. Section 23 of the Act states "A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant."
18. While the Act does not define harassment specifically, harassment is generally defined as a course of conduct the reasonable landlord knows or ought to know would be unwelcome to the reasonable tenant.
19. I carefully reviewed the communications between the Tenant and the Landlord's Agents (NG and CA). While CA's responses to the Tenant could sometimes be viewed as abrupt or potentially exhibiting an aggressive tone (for example, through the use of exclamation points in emails), I do not find that they were either unreasonable or amounted to harassment.
20. The evidence shows that CA sent a clip from the residential complex's CCTV system to the Tenant that showed the Tenant checking the washroom door in the laundry room. While it is not entirely clear why CA sent this clip to the Tenant, I do not find that this one-time use of CCTV footage taken in a common area constitutes a course of conduct amounting to harassment.
21. Further, I do not find the Landlord's restrictions on the use of the bathroom adjoining the laundry room and the use of the residential complex's lobby for events to constitute harassment. The Landlord is within their rights to regulate how common spaces within the residential complex are used and the Landlord provided reasonable responses to the Tenant's requests regarding these spaces.
22. On the evidence before me, I find that the Tenant's claims of harassment, by the Landlord and/or the Landlord's agents, were not met. There is no evidence before me that the

Landlord or the Landlord's agents' actions or behaviour, on a balance of probabilities, harassed the Tenant.

**It is ordered that:**

1. The Tenant's application is dismissed.

**May 26, 2026**  
**Date Issued**

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Curtis Smith  
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.