



Order under Section 69 Residential Tenancies Act, 2006

Citation: Williams & McDaniel Property Management v Geilen, 2026 ONLTB 49187

Date: 2026-06-29

File Number: LTB-L-042000-26

In the matter of: 1, 1025 NESBITT CRES
WOODSTOCK ON N4S7N9

Between: Williams & McDaniel Property Management Landlord

And

Cassandra Geilen Tenant
Michael Fairbanks

Williams & McDaniel Property Management (the 'Landlord') applied for an order to terminate the tenancy and evict Cassandra Geilen and Michael Fairbanks (the 'Tenant') because:

- the Tenant or another occupant of the rental unit has committed an illegal act or has carried out, or permitted someone to carry out an illegal trade, business or occupation in the rental unit or the residential complex.

This application was heard by videoconference on June 4, 2026.

The Tenant, Cassandra Geilen, attended the hearing. The Landlord was represented at the hearing by Joe Hoffer.

Determinations:

1. As explained below, the Landlord has established, on a balance of probabilities, grounds for terminating the tenancy. However, after considering section 83 of the Residential Tenancies Act, 2006 (the 'Act'), I find that the tenancy should continue subject to the conditions set out below.
2. On May 13, 2026, the Landlord gave the Tenant an N6 notice of termination. The notice of termination contains the following allegations:
 - The Tenant attempt to extort money from the Landlord by threatening to disclose illegal conduct
 - The Tenant violated municipal by-laws with respect to their dog
 - The Tenant engaged in harassing conduct toward the Landlord's employees

3. At the conclusion of the hearing, the Landlord withdrew the portion of the application relating to the conduct of the Tenant's dogs. Accordingly, I need not consider those allegations.

Landlord's Evidence

4. The Landlord submits the Tenant tried to extort the Landlord by demanding payment of \$350,000.00 to avoid various quasi-criminal and regulatory proceedings. In addition, the Landlord submits the Tenant harassed the Landlord's employees by leaving inappropriate voicemails and by leaving inappropriate signage in their door.
5. Aaroon Willing testified on behalf of the Landlord. He is employed by the Landlord and is responsible for, among other things, preparing notices of termination and managing litigation on behalf of the Landlord.
6. AW testified that the Tenant repeatedly communicated allegations of wrongdoing by the Landlord while simultaneously seeking substantial financial compensation to end the tenancy. He reviewed numerous text messages, emails and voicemail recordings in which the Tenant demanded compensation of \$350,000.00 in exchange for vacating the rental unit and resolving her complaints against the Landlord.
7. Zeljko Budzinski is the President and Chief Executive Officer of the Landlord. She testified that she received communications from the Tenant, including the demand for payment of \$350,000.00. She described the proposal as unprecedented and unreasonable and testified that she viewed the communications as undue pressure the Landlord into making a substantial payment.
8. Dawn Myers testified that she is the building manager responsible for the residential complex. She testified regarding her interactions with the Tenant and described the communications as aggressive, profane, and harassing. She testified that the Tenants frequently sent multiple messages in succession and that the volume and tone of the communications affected her ability to perform her duties. She also testified regarding signage displayed on the Tenant's door and within the common areas of the residential complex criticizing the Landlord.

Tenant's Evidence

9. The Tenant acknowledged sending many of the communications relied upon by the Landlord, including the demand for \$350,000.00 to end the tenancy.
10. The Tenant testified at length regarding what she believes are longstanding maintenance deficiencies affecting the rental unit. She described concerns relating to electrical issues, mould, pest control, defective repairs, safety concerns and the Landlord's response to maintenance requests.
11. The Tenant testified that her communications were motivated by frustration arising from those issues and represented an attempt either to obtain proper repairs or to negotiate a resolution of the dispute.

12. The Tenant denied engaging in extortion or any unlawful conduct. She maintained that she was exercising her legal rights, pursuing lawful remedies and attempting to hold the Landlord accountable for what she believed were serious maintenance failures.

Analysis

13. Section 61(1) of the *Residential Tenancies Act, 2006* (the 'Act') says the Landlord may give the Tenant a notice of termination of the tenancy if the tenant or another occupant of the rental unit commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rental unit or the residential complex.
14. I accept the evidence that the Tenant repeatedly communicated demands for compensation while simultaneously referencing legal proceedings, regulatory complaints, , and other potentially adverse consequences for the Landlord.
15. I also accept that many of these communications arose within the context of a longstanding dispute concerning maintenance issues in the rental unit. I accept that the Tenant genuinely believes those maintenance concerns were not adequately addressed and that they motivated much of her conduct.
16. However, when the communications are viewed as a whole, I find they extended beyond legitimate complaints and ordinary settlement negotiations. In my view many of the Tenant's communication linked substantial monetary demands to threats of reputational harm, adverse publicity, regulatory action, and legal consequences if the Landlord failed to satisfy those demands.
17. Section 346(1) of the *Criminal Code* says every one commits extortion who, without reasonable justification or excuse and with intent to obtain anything, by threats, accusations, menaces or violence induces or attempts to induce any person, whether or not he is the person threatened, accused or menaced or to whom violence is shown, to do anything or cause anything to be done.
18. I find the Tenant repeatedly sought to leverage the possibility of reputational, regulatory, and legal consequences in support of demands for significant compensation that is beyond what an ordinary person ought to know is reasonable. This combined with the fact, that in the course of the tenancy, the Tenant had not once commenced an application with the Board or filed a complaint with a regulatory body.
19. I accept that the Tenant genuinely believes she has experienced significant maintenance problems and that many of her communications arose from frustration with the Landlord's response. However, even accepting that evidence, tenants are expected to pursue disputes through appropriate legal processes and to communicate with landlords in a manner that permits the tenancy to continue. I find the evidence before the Board demonstrates that the Tenant's communications evolved beyond legitimate concerns became increasingly adversarial and coercive in attempt to make a profit.
20. The term illegal is not defined in the Act. *LTB Interpretation Guideline 9* says an illegal act would include a serious violation of a federal, provincial or municipal law. An illegal act will be serious if it has the potential to affect the character of the premises or to disturb the reasonable enjoyment of the landlord or other tenants.

21. The Board's Guideline is not binding on me, but I find it informative and reasonable and see no reason to depart from it in these circumstances.
22. In this instance, I find the Tenant's repeated extortion attempts have made the tenancy unmanageable. Specifically, I accept the evidence of DM in this regard. She testified that the Tenant regularly communicated with her using profanity and abusive language and that the volume of text messages and other communications interfered with her ability to perform her responsibilities as building manager. As such, I find the Tenant's conduct has adversely affected the character of the rental unit and therefore constitutes an illegal act under section 61(1) of the Act.

Section 83

23. Having found the Tenant has committed an illegal act, I must consider whether it is appropriate to grant relief from eviction under section 83 of the Act.
24. The Tenant resides in the rental unit with her three children, approximately three, eight and thirteen years of age. She testified that comparable housing is significantly more expensive than her present accommodation and that eviction would disrupt her children's schooling, employment and family stability. I accept this evidence.
25. The Act is remedial legislation, and the courts have determined that evicting a tenant is a remedy of last resort. Eviction should only be ordered if it is not possible to bring a tenancy back into good standing. Where that is possible, it should be done rather than terminating the tenancy. In my view, immediate eviction would be disproportionate in this case. I find, the conduct at issue can be adequately addressed through a conditional order.
26. Accordingly, the tenancy shall continue provided the Tenant complies with the conditions set out in the order.
27. The Landlord paid \$186.00 to file the application and is entitled to be reimbursed those costs.

It is ordered that:

1. The tenancy shall continue provided that the Tenant complies with the following conditions from June 29, 2026, to June 28 2027:
 - a) The Tenant shall not engage in any conduct that is an attempt to obtain money, compensation, concessions, or other benefits from the Landlord through threats, intimidation, coercion, or undue pressure that is not related to an application before the LTB or another legitimate civil proceeding.
 - b) The Tenant shall not communicate with the Landlord, the Landlord's employees, or the Landlord's representatives in an abusive, threatening, intimidating, or harassing manner.
2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for

an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.

3. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
4. If the Tenant does not pay the Landlord the full amount owing on or before July 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2026 at 4.00% annually on the balance outstanding.

June 29, 2026
Date Issued

Bryan Delorenzi
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.