



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-030982-24

In the matter of: 28 Bowerbank Dr.
Toronto ON M2M1Z8

Between: Hanying Li Tenant

and

Fengsheng Li Landlord

Hanying “Kenny “ Li (the 'Tenant') applied for an order determining that Fengsheng Li (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- withheld or interfered with their vital services or care services and meals in a care home.

This application was heard by videoconference on October 1, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

Preliminary Issue 1: Address of the Applicant

1. The Landlord's request to dismiss the application because the Tenant's address is incorrect is dismissed because the Landlord could not articulate any basis how she was prejudiced in defence by this omission.

Preliminary Issue 2: Request to amend granted

2. The Tenant's original application was a completely blank form containing no claim and no remedies. On considering the factors identified in Rule 15 of the Board's *Rules of Procedure*, I granted the Tenant's request to amend his application in the form delivered on April 6, 2025 because he testified that was the version he had intended to file on April

21, 2024 had he not experienced technical difficulties and the Landlord confirmed she was aware of the nature of the Tenant's concerns and was prepared to respond to them.

3. The Tenant proved a part of his claim. He will be awarded an abatement of rent as requested.
4. The Tenant \$269.67 claim for the Landlord's failure to repair the shower during the period September 18, 2023 to October 31, 2023 is granted because the Landlord conceded it and the Board agrees this was a substantial interference with the Tenant's to quiet enjoyment of his rental unit. The Board finds the Tenant's requested remedy which represents approximately 20% of the rent charged for that period to be fair and reasonable compensation for the breach taking account of its impact on the Tenant.
5. The Tenant also complains that the Landlord diminished his enjoyment of the rental unit by interfering with his right to have guests of his choice. I find this claim has been proven on a balance of probabilities with corroborating evidence of email communication showing the Landlord took the position that she has the right to pre-screen and to approve or withhold consent to the Tenant's overnight guests. This position was incorrect in law because tenants are allowed.. The Board finds the Landlord's attempts to interfere with that right are a breach of section 22 of the Act.
6. The Tenant claims a rebate of 2% of his rent for this breach. Because the Tenant's remedies are limited to the one-year before bringing the application,¹ that would \$19.00 for each of the months of April 2023 to October 2023 when the Tenant vacated. The Tenant will be awarded \$133.00 which I find to be fair and reasonable compensation for the breach taking account of its impact on the Tenant.
7. The Tenant's claim that the Landlord made an illegal entry and removed his rice cooker and rug is sustained because the Landlord admitted it. No remedy is claimed for this breach and none will be awarded.
8. The Tenant's claim that the Landlord made illegal entries at other times is dismissed because I accept the Landlord's unchallenged evidence that she made those entries in response to an emergency involving the shower and took photographs for the purpose of assessing the damage and enlisting professional help for the needed repairs.
9. At the hearing, it emerged that the claim about withholding of vital services is an alternative articulation of the claim in respect of the shower. This claim is dismissed.
10. The Tenant also claims that the Landlord changed the locks, harassed, coerced, obstructed, threatened and interfered with the Tenant. The Tenant's complaint is that when he returned from a short absence of August 28, 2023, he found the entrance to his apartment which passes through the Landlord's residential unit had been locked. It was unlocked on request. No remedy is awarded because none is claimed and the breach was trivial.
11. The Tenant adds a claim described as "Furthermore, I insist that my landlord honors my right of first refusal" which he said was included on advice of his lawyer. At the hearing, it emerged that the Tenant feels he had received a notice of termination for repairs and

¹ *Toronto Community Housing Corporation v. Allan Vlahovich*, 2010 ONSC 1686 at paras. 9-13 (Div. Ct.).

renovations and should therefore be restored to the unit following those repairs or renovations under section 53 of the Act. This claim is dismissed because it is not properly particularized on this T2 application and because no evidence was led in support of it.

12. The Tenant incurred costs of \$48.00 for filing the application and is entitled to be reimbursed those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$450.67. This amount represents:
 - \$402.67 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 16, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 16, 2026, the Landlord will owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Nersi Makki
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.