



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-076988-23

In the matter of: 33 VALENTINE DR
North York ON M3A3J7

Between: Stephanie Allard Tenant
Ajmal Yousafzai

And

Zhenbo Wu Landlord
John Wu

Stephanie Allard and Ajmal Yousafzai (the 'Tenant') applied for an order determining that Zhenbo Wu and John Wu (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.

This application was heard by videoconference on November 18, 2025.

The Landlord and the Tenant attended the hearing. The Landlord's Legal Representative Yun T Li also attended and the Tenant's Legal Representative Z Rahman also attended

Determinations:

1. The Application is amended to add the Tenant Ajmal Yousafzai and the Landlord John Wu.
2. At the outset of the hearing the Landlord's Legal Representative indicated that the Tenant's actually moved into the rental unit in October 2021, not November 2022 as indicated in the Application. The Tenant's Legal Representative confirmed that this was a typo, and the Tenant moved in October 26, 2021.
3. The Landlord's Legal Representative also indicated that all of the issues raised on the Application predate the move in date indicated on the Tenant's Application.
4. The Landlord's Legal Representative also testified that there had previously been an order issued with respect to the tenancy (LTB-L-020300-22).
5. LTB-L-020300-22 is a consent order based on an L1 Application issued October 28, 2022. The Landlord's Legal Representative testified that it is the Landlord's view that this consent

order which terminated the tenancy April 28, 2023, resolved all of the issues between the parties with respect to the tenancy.

6. The Landlord's Legal Representative confirmed that the Tenant had not raised any issues under Section 82 of the Act with respect to LTB-L-020300-22.
7. I am not satisfied that LTB-L-020300-22 resolves all issues between the parties with respect to the tenancy. The language in LTB-L-020300-22 does not indicate that it resolves all issues with respect to the tenancy, instead LTB-L-020300-22 only resolves the Landlord's L1 Application. Therefore, I am not satisfied that the Tenant is barred from bringing this T2.
8. At the hearing I questioned why the Tenant's Application had been filed as a T2 rather than a T6 as all the issues raised appear to be maintenance issues and the Application explicitly references Section 20 of the Act throughout. The Tenant's Legal Representative testified that because a portion of the allegations fall outside of the limitation period the reasoning of the prior Tenant's Legal Representative was to file a T2 rather than a T6 to capture all issues within the Limitation period.
9. The Tenant's Legal Representative confirmed that they wished to proceed with the Application as a T2
10. The Landlord's Legal Representative testified that there are no issues raised in The T2 beyond June 2022. Therefore, all of the issues raised are outside of the Board's limitation period, and the T2 contains no particulars which fall within the one-year limitation period. The Landlord's Legal Representative testified that the Tenant's Application should be dismissed on the basis that it is not properly brought as a T2, as it concerns solely maintenance issues and on the basis that there are no particulars within the limitation period.
11. The Tenant's Legal Representative testified that while there are no particulars within the limitation period the repairs were never completed by the Landlord, and all the issues raised persisted during the limitation period.

Analysis

12. I am satisfied that the T2 lacks particulars and should be dismissed. I also find that the Tenant's Application is more properly before the Board as a T6 Application as the issues it raises are maintenance issues, not appropriately captured on a T2 Application.
13. The Tenant's Application was filed October 6, 2023; therefore, the limitation period runs from October 6, 2022, onwards.
14. While the Schedule A indicates that the Tenant raised maintenance issues with the Landlord in February 2023, the Tenant's Legal Representative confirmed at the hearing that this occurred in February 2022.
15. Accordingly, there are no issues raised within the Tenant's Application which are within the limitation period. While the Tenant's Legal Representative testified that the maintenance issues are ongoing, I note that this is a T2 Application and not a T6. Therefore, my

analysis is concerned less with the maintenance issue themselves, but rather their impact on the Tenant. While the maintenance issues may have persisted, the Application provides little clarity as to how the Tenant's reasonable enjoyment was impacted prior to the limitation period and no information on how it was impacted during the limitation period. To my mind, this leaves the Landlord's Legal Representative without particulars to prepare for and respond to.

16. While the Tenant's Legal Representative posits that this defect can be cured through testimony, I am of the view that testimony is not pleadings and the Application itself must clearly present adequate reasons and details to allow the responding party to know the allegations against them and the case to be met.
17. I am not satisfied that the Tenant's Application contains any clear particulars that fall within the one-year limitation period.
18. Therefore, the Tenant's Application shall be dismissed.

It is ordered that:

1. The Tenant's Application is dismissed.

January 8, 2026
Date Issued

Reid Jackson
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.