



## **Order under Sections 30 and 31 Residential Tenancies Act, 2006**

**File Number:** LTB-T-071547-25

**In the matter of:** 1093 COLE ST  
INNISFIL ON L9S0R3

**Between:** Tristan Lewis-Vu Tenants  
Kalia McConnell-Whyne

**And**

Chun Chang Landlords  
Danyan Zhang

Tristan Lewis-Vu and Kalia McConnell-Whyne (the 'Tenants') applied for an order determining that Chun Chang and Danyan Zhang (the 'Landlords') entered the rental unit illegally, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household and harassed, obstructed, coerced, threatened or interfered with the Tenant (T2 Application).

The Tenants also applied for an order determining that the Landlords failed to meet the Landlords' 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 December 4, 2025.

Only the Tenants attended the hearing.

As of 9:28 a.m., the Landlords were not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenants' evidence.

### **Determinations:**

#### **Preliminary Issue**

1. The Tenants filed their evidence in support of the claims made in these applications with the Board in TOP on October 7, 2025, seven days before filing the applications on October 14, 2025. The applications reference 22 additional documents. Eight of these documents are PDF files containing more than 100 pages of evidence. Four of the referenced files are

video evidence. The remaining PDF files referenced are more than 77 pages of narrative and explanation for the allegations set out in the 30 pages comprising the applications.

2. At the hearing, the Tenants acknowledged that they had not served the Landlords with any of the evidence they intended to rely on, believing the Board would have served it for them. Rule 19.1 of the Board's Rules of Procedure states:

Unless the LTB has directed or ordered otherwise, all parties to a matter that has been scheduled for a CMH or a hearing must provide the other parties and the LTB with a copy of all documents, pictures and other evidence that the party intends to rely upon at least 7 days before the CMH or hearing . The evidence must be provided to the other parties using one of the methods of service identified in the RTA or Rule 3.

3. In addition, the Notice of Hearing, received and read by the Tenants, provides clear instructions setting out the requirement for parties to serve the other with the evidence they intend to rely on at the hearing. The Board does not serve a party's evidence for them.
4. At the hearing, the Tenants provided no satisfactory reason for failing to serve their evidence to the Landlords. They simply failed to act on the clear instructions provided to them in the Notice of Hearing, stating they believed the Rules only applied to additional evidence submitted after the applications were filed. I did not find this explanation satisfactory given the clear wording in the Notice of Hearing.
5. In the absence of any reasonable basis for failing to abide by the Board's Rules, I advised the Tenants they would not be permitted to rely on evidence not disclosed to the Landlords in advance of the hearing. I pointed out to the Tenants the Landlords may very well have attended the hearing to respond to the allegations in the applications if they had been served the Tenants' supporting evidence.
6. The Tenants' requested an adjournment of the hearing so that they could comply with the requirement to serve the Landlords' their evidence. At this time, Tenant Duty Counsel arrived at the hearing and the matter was held down to consider the adjournment request and to permit the Tenants the opportunity to speak to Tenant Duty Counsel.
7. When the matter resumed, the Tenants submitted that their evidence had been served to the Landlords by virtue of it being referenced in their applications and filed with the Board. The Tenants' position was that since their evidence was referenced in the applications and uploaded to TOP, their evidence formed part of the applications and as such, the Landlords' would have received it along with the T2 and T6 applications.
8. Nothing in the Board's records show the Tenants' evidence was served to the Landlords by the Board. As of the hearing date, nothing in the Board's file showed the Landlords had ever logged into TOP and viewed the Tenants' evidence. As stated, the Board does not serve evidence for a party. The Tenants' cannot circumvent Rule 19.1 by simply referencing their evidence in the applications and uploading it into TOP. The Tenants also cannot impose a duty on the Board to serve their evidence because they have referenced it in their applications and uploaded to TOP.

9. The Tenants' have a clear responsibility to serve their evidence unless ordered or directed otherwise. Here, there was no such direction or order and the Tenants' were required to serve their evidence to the Landlords and they had clear instructions to do so. The Tenants' failure to abide by clear instructions requiring the service of evidence to the Landlords was not in my view, a valid reason to adjourn the applications. When I considered the reasons for the adjournment request and the Board's obligation to determine matters expeditiously, I did not find the circumstances warranted an adjournment and I denied the request.
10. I explained to the Tenants they would not be permitted to rely on evidence not served to the Landlords but that they could rely on their testimony. The Tenants were also given the option to withdraw their applications and return to the Board with perfected applications. The Tenants chose to proceed with the hearing and advised they would engage the Board's review process if they were not satisfied with the outcome.
11. Prior to hearing the Tenants' evidence, I confirmed the issues they intended to raise. Since there was some overlap across the T2 and T6 applications, I will address maintenance claims under the T6 application and the remaining claims such as illegal entries, substantial interference and harassment under the T2 application.

#### T6 Application

12. The rental unit is a 3,000 square foot detached home. There are four rooms upstairs and four rooms downstairs. There are four washrooms and there is a two-car garage. The monthly rent is \$3,200.00.
13. In *Onyskiw v. CJM Property Management*, [2016 ONCA 477](#), the Court of Appeal determined that a contextual approach should be adopted when considering a landlord's potential breach of [subsection 20\(1\)](#) of the [Act](#) and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

#### Mold

14. The Tenants' testimony was that on July 12, 2025, when moving their son's bed they discovered the presence of mold that was caused by a water leak. They noticed the mold on the walls and also on the bed. The mold was described as black hairy spots. The room has been unusable since this date. The water leak originated in the den and was caused by a leak in the roof. Mold was also found by the Tenants in the den and this room was also unusable.
15. The Tenants notified the Landlords of the issue immediately and sent them photos showing the presence of mold on the walls and the baseboards in these rooms. The Tenants also testified the mold was inside the walls.
16. The Landlords scheduled seven inspections and on August 26, 2025 a contractor from the builder attended the unit to fix the leak, scrape away the mold and repaint the affected areas. As of the hearing date, the mold has not returned however, the Tenants testimony was there is mold inside the walls that has not been addressed. They based this assertion on the earlier presence of mold on the outside of the wall and it therefore must be present

on the inside. They have not used either room since July 12, 2025 stating they are uninhabitable and they are fearful of health consequences if these rooms are used. Their son has slept with them since the discovery.

17. Based on the uncontested evidence of the Tenants, I am satisfied mold was present in their child's bedroom and in the den and that the Landlords were notified of the issue on July 12, 2025. I am not satisfied the Landlords responded in a reasonable time to address the presence of mold, taking almost six weeks to have a contractor attend the unit and rectify the issue. As such, I find the Landlords did breach section 20(1) of the Act with respect to the presence of mold in the unit for the period between July 12, 2025 and August 26, 2025.
18. I am not convinced the Tenants have established that the presence of mold continued after August 26, 2025. Their belief that mold is in the walls was not supported by any testimony showing this was actually assessed by a professional or that any mold testing was done. In addition, no further mold has been seen or detected within the unit in the more than three months that have passed between the Landlords scraping and repainting the affected areas and the date of this hearing. For these reasons, the Tenants' claim respecting an ongoing mold issue after August 26, 2025 is denied.

#### Patio Step

19. On June 30, 2025, the Tenants advised the Landlords that the back patio step has split creating a sharp edge. The Landlords failed to address the issue for more than two months and the Tenants' child, during this period, fell and scraped his leg on the sharp edge, leaving a scar. The Landlords were notified of the injury and did not address the issue until August 30, 2025. Based on the evidence of the Tenants, I am satisfied they have established the Landlords', in taking two months to address the problem, did not respond to this maintenance issue in reasonable time and in failing to do so, they breached section 20(1) of the Act.

#### Bathtub Drain

20. The Tenants testified the integrated bathtub drain in the master bedroom did not work when the tenancy began in January 2024. The issue was reported to the Landlords in April 2024, again in January 2025 and once more in July 2025. It was not repaired until the end of September 2025. The Tenants stated they had no master bathtub and it is the largest and nicest in the home. They were unable to use this bathtub and the other bathtubs in the home are not large enough for the Tenants since they are tall. In addition, their children enjoy bath time each night and they were not able to use the master bathtub for this purpose. The shower in the master bathroom also did not work until August 2024, however this issue is outside the limitation period contained in section 29(2) of the Act and was therefore not considered.
21. Having considered the Tenants' evidence, I find they have established the Landlords failed to reasonably address the issue with the bathtub drain. In my view, more than a year's time is not a reasonable response to a maintenance issue and accordingly, I conclude the Landlords did breach section 20(1) of the Act as it relates to the bathtub drain in the master bathroom.

### Dishwasher

22. On December 14, 2024, the Tenants advised the Landlords the dishwasher in the unit stopped working. The issue was resolved on December 24, 2024 after the Landlords replaced the dishwasher. The Tenants explained that the Landlords told them initially it would take two to three months for a part but ultimately decided to replace the entire dishwasher. In my view, having the issue resolved with a full replacement of the appliance ten days after the problem was reported is a reasonable and timely response by the Landlords and as such, in accordance with the principles set out in *Onyskiw*, this claim is denied.

### Fridge

23. On August 11, 2025, the Tenants advised the Landlords there was an issue with the fridge not cooling and freezing properly. The issue resolved on its own at the end of September 2025. In the interim, on August 14, 2025, the Landlords had the fridge inspected and the Tenants were advised by the service technician that the freezer vents had likely been obstructed by the Tenants' items, inhibiting the appliance's ability to function properly. In accordance with this information, the Tenants adjusted their food storage within the fridge and the issue corrected itself. Based on the Tenants' evidence, I am not convinced there was a maintenance issue with the fridge since simply avoiding the blockage of vents on the part of the Tenants resolved the issue without requiring any repair. The Landlords had a service technician inspect the fridge within three days of the issue being reported and I find this response was reasonable. For these reasons, this claim is denied.

### Dryer

24. The clothes dryer in the unit stopped working on April 19, 2025 and the Landlords were advised of the issue immediately. The Landlords had the dryer functioning properly on May 1, 2025, 12 days after the issue was reported. I find this was a reasonable and timely response and in accordance with *Onyskiw*, this claim is denied.

### T2 Application

#### Illegal Entry

25. Section 27 of the Act speaks to when a landlord may enter a rental unit after giving the required notice. This sections states:

A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.

3. To allow a person who holds a certificate of authorization within the meaning of the Professional Engineers Act or a certificate of practice within the meaning of the Architects Act or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the Condominium Act, 1998.
  4. To carry out an inspection of the rental unit, if,
    - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and
    - ii. it is reasonable to carry out the inspection.
  5. For any other reasonable reason for entry specified in the tenancy agreement.
26. The Tenants testified that on September 4, 2025, the Landlord's wife attended the unit to perform a repair to the bathtub. The Tenants did receive a notice of this entry. After the Landlord's wife left the property she returned 10 to 15 minutes later and rang the doorbell. She rang the doorbell for 5 to 10 minutes. The Tenants position was the bathtub was sufficiently repaired and the notice of entry had therefore expired so they did not answer the door. The Landlord's wife took her key and tried to open the door. The Tenants texted the Landlord explaining what was taking place and the Landlord's wife left the property.
27. The Tenants stated that despite no additional entry taking place, the return to the unit and the attempt to enter the unit amounted to an illegal entry. I disagree. For an illegal entry to take place, the Landlord, or someone acting on behalf of the Landlord must actually enter the unit. Here, there was no evidence the door to the unit was even opened. I also do not agree with the Tenants rigid interpretation that the notice of entry that was served had expired when Landlord's wife returned to the property 10 to 15 minutes after initially leaving. Perhaps a tool or some other item was left behind. I do not find it reasonable on the part of the Tenants to expect a new notice of entry must be served in circumstances where re-entry to the unit is sought within moments of the initial entry having been concluded. For all of these reasons, I do not find the Tenants have established an illegal entry took place on September 4, 2025 and this claim is denied.
28. On October 6, 2025, the Tenants denied entry to the unit by the Landlord. The Landlord attended the unit after serving a notice of entry to check on the issue with refrigerator. The Tenants stated they denied this entry because the issue was no longer present. When the Landlord attended the unit, he tried to use his keys to enter the unit, despite the Tenants posting a notice on the door that the issue with the fridge had resolved. The Tenants kept the door locked and the Landlord did not enter the unit. Again, the Tenants' position was attempted entries amount to illegal entries. As already stated, I disagree.
29. The Tenants have failed to establish an entry by the Landlord took place on October 6, 2025. Their disagreement with the notice of entry and the Landlord's attempted entry does not make it illegal. The Landlord, in response to a maintenance issue, after having served the required notice of entry, is entitled to inspect the issue to satisfy themselves that it is no

longer present or that it has been resolved appropriately. As such, this claim is also denied.

30. For the reasons set out above, I am not convinced the Tenants have shown the Landlord entered the unit illegally on September 4, 2025 or October 6, 2025. I am also not convinced either incident amounts to a substantial interference with the Tenants since they were served valid notices of entry for reasons related to maintenance issues at the unit. Attending the unit moments after initially departing the property and attending to assess a reported maintenance issue are not those that in my view, rise to the level of substantial interference and these claims are denied on this basis also.

#### Substantial Interference and Harassment

31. On February 26, 2025, the parties began negotiations with respect to a cash for keys arrangement and the signing of an N11 agreement to end the tenancy. These negotiations eventually failed and no N11 agreement was entered into. The reasons for the discussions were related to reasons typically used as the basis for an N12 notice. The Tenants stated that after the negotiations to end the tenancy failed, the Landlords began to intimidate them into moving out of the unit and interfering with their enjoyment of the unit.
32. In August 2025, the Landlords sent the Tenants a notice of rent increase, increasing the monthly rent by 130%, effective February 2026. The Tenants stated the property was built in 2023 and agreed it would therefore not be subject to rent controlled guideline increases.
33. In April 2025, the Landlords began scheduling appointments with a realtor because the Landlords intended to sell the home. The Tenants' stated that because of the N11 negotiations and an anticipated move, they packed their belongings into boxes and viewed alternative housing options. As of the hearing date, they are still living out of boxes. I do not find failed negotiations amount to a sufficient reason to live out of boxes for months after those discussions have ended. The Tenants acknowledged that they have not been served an N12 notice. As such, I do not find the Tenants' choice to pack before an agreement was reached or a notice of termination was served and their continued to live out of boxes falls at the feet of the Landlord.
34. The Tenants stated that in addition to the presence of the Landlords' realtor, the Landlords began serving multiple notices of entry, serving five alone in July 2025. During these entries, the Landlords took photographs of the home without their consent.
35. In July 2025, the local municipality ripped up the sidewalk, leaving the Tenants without access to the use of the driveway for three days. One of the Tenants vehicles was in the garage at the time and could not be used to leave the property. Their other vehicle had to be parked on the street. The Tenants testified that the Landlords were notified the municipality would be doing the work but they did not inform the Tenants of this.
36. In August 2025, the Landlords sent the Tenants a message advising them there are many other properties they can live in and told them to leave. They stated that between July 2025 and November 2025, the Landlords served them 20 notices of entry and entered the unit 13 times. Some of the notices were to perform repairs while others were for multiple inspections of the same issue.

37. The Tenants stated the Landlords constantly communicated with them at inappropriate hours through text and email. They asked the Landlords to contact with them only during business hours and despite this request, the Landlords sent them messages as early as 4:00 a.m. and as late as 9:00 p.m. The Tenants testified that this occurred approximately 20 to 30 times. I asked the Tenants why they simply did not silence notifications from the Landlords and they responded that they do not know how to silence notifications from one person. In my view, the Tenants' obligation to take reasonable steps to mitigate their losses under section 16 of the Act includes familiarizing themselves with the technology available to them in 2025. I find this includes the ability to silence notifications from the Landlords at unwanted hours and having failed to educate themselves on the ability to do so, I was not convinced this was a valid claim.
38. In my view, the attempt to negotiate an N11 and the service of a notice of rent increase does not amount to harassment or substantial interference. Neither does the attendance of a realtor at the unit since the Landlords are entitled to sell the property if they wish. Here, the Tenants took part in the N11 negotiations and that they failed, does not become harassment, interference or an attempt to illegally evict the Tenants. A significant rent increase, in circumstances where the unit is not rent controlled, is also within the Landlords' legal rights and does not amount to substantial interference or harassment in my view.
39. However, while the Landlords are entitled to enforce their legal rights, I find some of the circumstances here go beyond that, particularly with respect to the photography of the Tenants personal belongings, the significant number of notices of entry given over a short period and the failure to advise of the Tenants of municipal maintenance being performed that would affect them. Based on this uncontested evidence of the Tenants, I am satisfied the Landlords have engaged in conduct that has harassed the Tenants and substantially interfered with their reasonable enjoyment of the rental unit.
40. I confirmed with the Tenants that they had been given the opportunity to provide testimony on all of the claims they intended to raise in their applications before turning to the issue of remedy.

### Remedies

#### Rent Abatement

41. The Tenants sought an abatement of rent for the issues they proved in the applications. Abatement of rent is a contractual remedy based on the principle that if someone is paying 100% of the rent then they should be getting 100% of what you are paying for. If you are not getting that, then a tenant should be entitled to abatement equal to the difference in value.
42. Based on the monthly rent, the daily amount of rent is \$105.21. This amount is calculated by multiply the \$3,200.00 monthly rent by 12 months and then dividing that amount by 365 days.

#### Mold

43. The Tenants have established an issue with mold in two rooms of the rental unit for the 46 days between July 12, 2025 and August 26, 2025. While they were concerned over their health and that of their child, they provided no testimony they attended a health professional where it was determined adverse health affects were experienced as a result of the presence of mold. Nevertheless, I accept the presence of mold did significantly impact their use of two of the eight rooms they would normally use on a daily basis. For these reasons, I find a 20% rent abatement is reasonable. For 46 days, this amounts to \$967.84 of the monthly rent paid, and it will be ordered.

#### Patio

44. The Tenant sought a 5% rent abatement for the issue experience with the back patio step. Given the injury to their child and the prolonged response by the Landlords to the issue, I find this amount is reasonable. 5% of the daily rent is \$5.26 and the issue persisted for 61 days. Accordingly, \$320.86 will be ordered for the issue with the back patio step.

#### Bathtub Drain

45. The Tenants are entitled to a rent abatement for this issue from October 14, 2024 until it was resolved on September 30, 2025. This amounts to 352 days. The Tenants' requested a rent abatement in the amount of 20% for this period. I do not find this amount reasonable given there were three other usable bathtubs in the rental unit and a single bathtub does not come close to equating to 20% of the entire rent that was paid. While I appreciate the Tenants preferred this bathtub to bathe their children and that they are tall people and could not use this bathtub for themselves to take baths, I find a rent abatement of 5% is reasonable in the circumstances. I say this because there was no testimony that established the frequency in which the Tenants take baths instead of showers. 5% of the monthly rent for this period amounts to \$1,851.52 and it will be ordered.

#### Substantial Interference and Harassment

46. The Tenants requested a rent abatement in the amount of \$17,000.00 for their claims in the T2 application. Based on my findings and the claims proven by the Tenants, this amount is not reasonable.
47. I accept the persistent and unnecessary notices of entry have substantially interfered with the Tenants and harassed them. I can infer that the almost constant need to prepare for entries between July 2025 and November 2025 causes stress and the requirement to alter life plans for a family of five. I also accept the photography of personal belongings and space without consent causes a considerable level of relative unease to those experiencing this conduct. Lastly, I find the Tenants did experience a substantial interference by the Landlords failing to take the simple step of informing them the sidewalk was going to be dug up and their access to the unit by vehicle would be severely impacted for three days. In my view, the Landlords' conduct with respect to these issues does amount to substantial interference with the Tenants' reasonable enjoyment of the rental property. I also find these circumstances, when taken together do amount to conduct the Landlords knew or should have known would be a pattern of behaviour the Tenants would

find most unwelcome. As such, I find the Tenants have also proven their allegation concerning harassment.

48. Given the evidence and the impact to the Tenants mentioned earlier, I find a rent abatement for these issues in the amount of 25% is reasonable. The issues began in April 2025 and persisted until November 2025. In my view, the Tenants could not know what would come next from the Landlords or when the next notice of entry would be served for an unnecessary reason, such that they could reasonably plan their daily life. It was reasonable on their part to assume another notice would be served given the excessive number of entry notices the Landlords had served to them. Accordingly, a rent abatement of \$6,400.00 will be ordered for this eight-month period.

#### General Compensation

49. The Tenants requested an order that the Landlords pay a significant amount to them for general compensation. They base their request on the monthly rent of \$3,200.00. Some of their submissions were related to punitive amounts the Board does not order. I am mindful that in cases involving an illegal lockout, where a tenant has been rendered homeless, the typical amount awarded is \$2,500.00 per incident. This amount can increase depending on the circumstances. Here, the Tenants have not been put out of their home. They gave no testimony that they have received a notice of termination of the tenancy. I appreciate the circumstances in this case have caused stress and worry to the Tenants. I also accept the Landlords have interfered with the Tenants ability to enjoy a stable home life on a day-to-day basis. However, based on my knowledge of similar cases, I do not find several thousand dollars in general compensation is warranted. In my view, an amount of \$1,500.00, in addition to the rent abatement granted, is fair and reasonable in the circumstances. As such, this amount will be ordered.

#### Out of Pocket Expenses

50. The Tenants sought cost incurred for detailing their vehicle that had to be parked on the street for the three days the municipality was performing work on the sidewalk. As explained at the hearing, the Tenants would have parked on the street even if the Landlords had advised them of the impending municipal work so that they could come and go from the property. I did not find the Municipality's work to the sidewalk and the resulting dirt accumulation to the Tenants' vehicle that would have occurred in any case was the responsibility of the Landlords and this claim is therefore denied.

#### Order Not to Continue Conduct

51. The Tenants sought an order requiring the Landlords to abide by the Act with respect to notices of entry, substantial interference and harassment. Since the Landlords are required to abide by the Act, ordering future compliance with it is reasonable and such an order will issue.

#### Prohibition on Rent Increase

52. The Tenants sought an order prohibiting the Landlords from increasing the monthly rent. In the absence of ongoing serious maintenance issues, the Board does not have the jurisdiction to issue such an order prohibiting the Landlords from lawfully increasing the monthly rent and this request is therefore denied.

Fine

53. The Tenants requested the Board issue an order requiring the Landlords to pay a fine to the Board. While I have found the Landlords have breached the Act, I was not convinced the Landlords conduct amounts to a blatant disregard for the legislation. I am also mindful the Landlords will be ordered to pay the Tenants a substantial amount and that this amount will promote compliance with the Act going forward. As such, I do not find an administrative fine is warranted in this case.

**It is ordered that:**

1. The total amount the Landlords shall pay the Tenants is \$11,088.22. This amount represents:
  - \$11,040.22 for a rent abatement and general compensation.
  - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by January 19, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by January 19, 2026, the Landlords will owe interest. This will be simple interest calculated from January 20, 2026 at 4.00% annually on the balance outstanding.
4. If the Landlords do not pay the Tenants the full amount owing by January 20, 2026, the Tenants may recover this amount by deducting \$3,200.00 from the rent each month beginning February 1, 2026 until the full amount has been recovered.
5. For the duration of the tenancy, the Landlords shall provide the Tenants 24 hours notice of entry as required by the Act prior to entering the rental unit and they shall not unnecessarily serve such notices of entry.
6. For the duration of the tenancy, the Landlords shall comply with sections 22 and 23 of the Act.

**January 8, 2026**  
**Date Issued**

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John Cashmore  
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.