



Order under Section 31 Residential Tenancies Act, 2006

Citation: Rong v Wang, 2026 ONLTB 1001

Date: 2026-01-07

File Number: LTB-T-101796-25

In the matter of: 167 JOHNSON ST
BARRIE ON L4M6B2

Between: HaoWen Rong Tenants
Hua Liang

And

Terry Wang Landlord

HaoWen Rong and Hua Liang (the 'Tenants') applied for an order determining that Terry Wang (the 'Landlord') collected or retained money illegally.

HaoWen Rong and Hua Liang (the 'Tenants') applied for an order determining that Terry Wang (the 'Landlord'):

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

This application was heard by videoconference on December 22, 2025.

Only the Tenants attended the hearing.

As of 9:15 a.m., the Landlord was 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:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenants H.L., 66 yrs. old, and her son, H.R. 31 yrs. old, entered into a one year fixed-term residential lease with the Landlord on May 5, 2025, expiring on April 30, 2026 and with the potential to become a month-to-month tenancy as of May 1, 2026. The Tenants paid the Landlord \$1,100.00 as a last month's rent deposit and \$100.00 for a key deposit.

3. The rental unit is a room situated in a rooming house operated by the Landlord. The Tenants share the common areas with other tenants. The Landlord resides elsewhere.
4. The Tenant H.L. testified that on or about September 6, 2025, she informed the Landlord that an unrelated male tenant residing in the rooming house was substantially interfering with their reasonable enjoyment of the rental unit and residential complex.
5. She had issues because that tenant, and on occasion other tenants, persistently accessed her personal storage area in the kitchen and used her items without her consent. She stated that she complained to the Landlord many times, but he refused to do anything.
6. On November 24, 2025, H.L. was upset about an incident in which the male tenant again took her items without permission. She had reached the end of her patience. She called the Landlord but learned that he was out of the country. She then called the Landlord's son P.W. Neither made any efforts to resolve the conflict.
7. H.L. testified that when he returned from his vacation, the Landlord told her that if she could not tolerate the situation, she should look for another place that suits her better. She stated that his comment made her feel unsupported. Feeling pressured and unsafe, she began looking for another place to live.
8. She informed the Landlord of her intention to move on November 30, 2025, citing his neglect in addressing the conflict as the reason for considering an early departure. She also asked the Landlord to return her last month's rent deposit and the key deposit upon them moving out.
9. The Landlord refused to agree to reimburse the deposits and informed the Tenants that they had to give 30-days' notice to vacate. He then threatened to change the code to the smart lock on the entry door of the building which would bar them from entering.
10. On December 1, 2025, the Tenants discovered that the Landlord had disabled their access to the rental unit. They were compelled to find alternative accommodations. They were unable to retrieve personal belongings from the residence unless the Landlord let them in.
11. When she was able to reach the Landlord, H.L. asked why he changed the code. Her evidence is that he falsely claimed that she had given him formal notice to end the tenancy on November 30, 2025 and asserted that he had a right to change the entry code. She maintains that he sent her several intimidating messages, including to say that if they tried to enter the house or if they returned to the property, he would call the police.
12. As I understand it, the Tenants tried twice more to enter the property to retrieve their possessions on December 3 and 4, 2025 but without success.
13. The Tenants claim that they were illegally locked out, forcing them to urgently relocate with short notice. This caused them significant hardship.
14. On December 7, 2025, the Landlord informed the Tenants that they could pick up their belongings from the unit. H.L. testified that when they arrived at the property, they discovered that the Landlord had removed all their possessions from the rental premises, placing them in boxes.
15. After sorting through the items, H.L. documented the loss of the following:
 - her Ontario Driver's Licence (replacement cost \$90.00)

- a Costco Membership card (replacement cost \$30.00)
- extensive class notes from a photography course, which cannot be easily reproduced (alternative college source \$500.00).

16. The Tenants immediately reported the loss to the Barrie Police Services as a theft.

17. According to the Tenants, they paid the rent in full for December 2025. They submit that the Landlord withheld their last month's rent deposit and has declined to refund their key deposit.

Analysis

18. I am satisfied, on the balance of probabilities, that the Landlord altered the locking system on the entry door of the residential complex without giving the Tenants a new entry code, contrary to section 24 of the *Residential Tenancies Act*, 2006 (the 'Act').

19. I also find that the Landlord actively prevented the Tenants from entering and occupying their rental unit after the entry code was changed. They were still in possession.

20. A landlord cannot unilaterally terminate a tenancy, induce a tenant to vacate or force a tenant to vacate a rental unit. I am not satisfied that this tenancy was lawfully terminated by notice of termination, by agreement or by LTB order. By failing to abide by the Act, the Landlord's actions constitute an unlawful eviction.

21. The Divisional Court found in *Hassan v. Niagara Housing Authority* [2000] O.J. No. 5650 (Div. Ct.) that it is the landlord's legal responsibility to provide tenants with quiet enjoyment of the rental premises.

22. The Court determined that this responsibility imposes an obligation on the landlord to take reasonable steps to correct the intrusion of another tenant on the tenant's right to reasonable enjoyment of the unit or residential complex.

23. I accept the Tenants' evidence that the Landlord failed to take any meaningful steps to investigate or to resolve the issues as was his obligation under the Act.

24. In my view, the Landlord's lack of interest and action fell far short of the requirement. Therefore, I find that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants.

25. There is no uncertainty in my mind that the Landlord entered the Tenants' unit illegally, that is without proper notice, and that he interfered with and removed their possessions without any legal authority. The entry was not in response to an emergency, the Tenants did not give their consent and the motive for entry was unreasonable. Additionally, I find that the Landlord unjustly withheld the Tenants' possessions from them for up to 7 days after he locked them out. The Landlord is responsible for any loss of property in that regard.

26. Finally, the Tenants have amply established that the Landlord has unlawfully retained their last month's rent deposit and their key deposit.

Remedies

27. I find that a rent abatement of \$1,100.00 as requested by the Tenants is appropriate in the circumstances. They paid for occupancy of the unit but had no use of it in December 2025 due to the Landlord's grievous conduct.

28. The Landlord shall be ordered to pay to the Tenants the cost of replacing their lost property in the amount of \$620.00.
29. The Landlord must also reimburse the Tenants \$1,200.00 for the unlawfully retained deposits.
30. The Tenants' claims for moving costs and out of pocket expenses are denied. They provided no invoices or receipts demonstrating that they incurred these costs.

Administrative fine

31. I believe that this is an appropriate case in which to impose an administrative fine.
32. The Landlord's behaviour demonstrates disrespect of the LTB processes and a troubling indifference to his responsibilities under the Act and to the Tenants' rights.
33. The Landlord will be fully aware of the Act and know that he is not permitted to engage in self-help to evict tenants. He will know that he must treat his obligations seriously, exercising professional diligence in his relationships with tenants.
34. I am satisfied that there are no other remedies that will provide adequate deterrence and compliance in these circumstances. It is particularly important to impose a fine at this time, to ensure that the Landlord harbours no doubt that rooming houses are subject to the Act.
35. Therefore, I find that the Landlord must pay an administrative fine to the LTB in the amount of \$2,500.00.

It is ordered that:

1. The tenancy is terminated as of December 4, 2025.
2. The total amount the Landlord shall pay the Tenants is \$2,968.00. This amount represents:
 - \$1,100.00 for a rent abatement.
 - \$1,200.00 for the return of the last month's rent and key deposits.
 - \$620.00 for compensation for damaged or lost property.
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenants the full amount owing by January 18, 2026.
4. If the Landlord does not pay the Tenants the full amount owing by January 18, 2026, the Landlord will owe interest. This will be simple interest calculated from January 19, 2026 at 4.00% annually on the balance outstanding.
5. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$2,500.00 by January 18, 2026.

January 7, 2026
Date Issued

Elle Venhola
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.