



Order under Section 31 Residential Tenancies Act, 2006

Citation: Luong v Iozzo, 2026 ONLTB 7002

Date: 2026-01-27

File Number: LTB-T-027013-24

In the matter of: 504E, 555 WILSON AVE
NORTH YORK ON M3H0C5

Between: Minh nhut Luong Tenants
Duy thang Le

And

Nick Iozzo Landlord

Minh nhut Luong and Duy thang Le (the 'Tenants') applied for an order determining that Nick Iozzo (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 Tenants replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenants.

This application was heard by videoconference on January 19, 2026.

Only the Tenants attended the hearing.

Reasons:

1. The Tenants moved out of the rental unit on March 31, 2024. The only remedies they seek in this application are orders that the Landlord pay their moving expenses and increased rent pursuant to section 31(2) of the *Residential Tenancies Act, 2006* (RTA). To succeed in their application, they must establish that the Landlord's conduct contravened the RTA and that the conduct induced them to move within the meaning of section 31(2).
2. In their testimony, the Tenants gave two contradictory reasons for moving.
3. First, the Tenants testified that they moved because the Landlord told them that he would be selling the unit after they refused to agree to an illegal rent increase.

4. I cannot find that the Landlord's comment reasonably induced the Tenants to move within the meaning of section 31(2). Even assuming that the Landlord was in fact planning to sell the unit, there was no reason for the Tenants to move. If the unit were sold, then the new owner would become their landlord. If the new owner had a valid reason to end the tenancy, such as because they intended to move in themselves, then the Tenants would be entitled to 60 days' notice and to compensation. The mere fact that a landlord plans to sell a unit is not a reason for a tenant to move.
5. Second, the Tenants testified that they moved because they felt unsafe in the unit because of three things the Landlord did:
 - On February 21, 2024, the Landlord had one of their key fobs deactivated. As a result, one of the Tenants was locked out for several hours in the winter. After the Rental Housing Enforcement Unit intervened, the Landlord had the fob reactivated. He said that he had deactivated it because he thought the tenant had moved out.
 - At some point the Landlord informed the Tenants that he intended to install a video camera outside their unit. The Tenants objected, and as a result the Landlord did not install the camera.
 - On March 30, 2024, the Landlord entered the unit without giving 24 hours' written notice as required by the RTA. He told the Tenants that he had thought they had already moved out.
6. On the evidence before me, I am not satisfied that the Landlord's conduct reasonably induced the Tenants to move. I have no doubt that the conduct substantially interfered with their reasonable enjoyment, and I would have awarded a rent abatement if the Tenants had requested one. However, the conduct was simply not serious enough to warrant ending the tenancy. Further, the March 30 incident occurred after the Tenants had already decided to move out.
7. The application also raised other complaints regarding the Landlord's conduct, but they are not relevant because the Tenants did not testify that those issues had induced them to move.
8. The Tenants have not established that they are entitled to their moving expenses or increased rent. The application will be dismissed.
9. The Tenants also ask that the Landlord be ordered to pay an administrative fine. The issues raised do not warrant a fine.

It is ordered that:

1. The Tenants' application is dismissed.

January 27, 2026
Date Issued

Dale Whitmore
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.