



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ek hidalgo v Lin, 2026 ONLTB 7544

Date: 2026-01-23

File Number: LTB-T-041709-24

In the matter of: 188, 188 188 MILLIKEN MEADOWS DR
MARKHAM ON L3R0V9

Between: Sandy Sugei Ek hidalgo Tenant
Juan Jose Arguello Lopez
Sandy Jared Rosado Ek

And

Xueyuan Lin Landlord
Chunrong Weng

Sandy Sugei Ek hidalgo, Joan Emiliano Arguello Ek (JEA), Juan Jose Arguello Lopez and Sandy Jared Rosado Ek (the 'Tenant') applied for an order determining that Xueyuan Lin and Chunrong Weng (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

The Landlord's Represenatative, Jie Situ, the Tenants, Sandy Sugei Ek hidalgo and Juan Jose Arguello Lopez; and the Tenant's Support person, Lizeth Cerecedo Agullar attended the hearing. Wanging Lin, daughter of the Landlords also attended the hearing as a witness for the Landlords.

This application was heard by videoconference on June 30, 2025. The member who presided at the hearing has resigned. The Associate Chair of the Landlord and Tenant Board has determined that the Member who heard the application is unable to issue a decision in this matter. The matter has therefore been reassigned to me on the Associate Chair's own initiative under the authority of subsection 4.4(1) of the *Statutory Powers Procedure Act*. As the reassigned adjudicator, I have in accordance with the authority of subsection 4.4(6) of the *Statutory Powers Procedure Act* elected to make a decision on the basis of the existing evidentiary record.

Preliminary Issue:

1. The request to amend the application was granted and reflects the names of all Tenants and remedies.
2. JEA is listed as a Tenant but she's a minor, therefore she's removed as a party to this application as reflected in the style of cause of this order.

Determinations:

3. As explained below, the Tenant has proven the partial allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$48.00 for the cost of the application fee.
4. On May 20, 2024, the Landlord conducted an inspection while the Tenant had guests that were celebrating a birthday. There's no dispute the Landlord sent a text on May 20, 2024, requesting a visit to the house because the neighbour mentioned there are a lot of people living in the house. The Landlord states in the same text, "Let me know what works for you". The Tenant responded, "you can come right now, it's my birthday and I'm celebrating any problem? That's why". The Landlord and their daughter arrived shortly after receiving the Tenant's response that same day. The Landlord, according to the Tenant, went to the basement without consent, and shamed them in front of their guests.
5. On May 20, 2024, after the visit the Landlord issued an N12 Notice terminating the tenancy which was replaced by a second N12 Notice. An L2 application was filed but withdrawn because the LTB hearing was in November 2024 and the Tenants vacated the unit in September 2024, having given the Landlord an N9 Notice.

Substantial interference

6. I find that the Landlord did not substantially interfere with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household on May 20, 2024.
7. The Tenant was aware of the purpose of the visit and invited the Landlord to attend while he was having a party as supported by the text chain of communication between them. Two videos were provided capturing segments of the visit: one videos shows the Landlord talking on the phone and her daughter standing beside her before she walks to a different room, and the second video shows the Landlord standing behind people seated at a table listening while another person was talking seated at the table. The videos do not show the Landlord saying anything or engaging in conflict that would support a finding that the landlord's was inappropriate to the Tenant or their guest nor do I find the interruption by the Landlord to be interference that reached the threshold of substantial as required by the Act.
8. The Landlord went to the basement which was corroborated by the Landlord's witness. The consequence and interference to the Tenant was not established. The Tenant stated, the Landlord's visit led the Tenants from holding other church meetings at the unit. This was a choice that the Tenant elected to make and not imposed by the Landlord. There was no evidence that the Landlord restricted guests nor that the Landlord interfered or prevent the Tenants from having guests.

9. There was conflicting evidence about whether the Landlord had consent from the Tenant to enter the unit. The T2 application was not the grounds that gave rise to the claim on the Tenant's T2 application.

Harassment

10. The Landlord issued an N12 Notice of Termination. The Landlord filed an LTB application which was withdrawn because the Tenant vacated in September 2024 which was before the hearing scheduled in November 2024.
11. Although, a landlord has the right to exercise their legal rights under the Act, I'm satisfied on a balance of probabilities, the Landlord's conduct was in response of them viewing 50 people in the rental unit on May 20, 2024, and seeing a bed in the basement. This is supported by the text the Landlord sent to the Tenant that the purpose of the visit was because the neighbour told her about a lot of people living in the unit; furthermore, the N12 Notice was emailed after the visit to the Tenant on May 20, 2024, which, is the same day the Landlord inspected the unit. I find that the Landlord harassed and interfere with the Tenant's rights.
12. Although the Landlord's conduct was unwelcomed and not reasonable, the Tenants were informed of their rights by the information contained on the N12 Notice and elected to vacate early by giving the Landlord an N9 Notice.
13. I'm satisfied the Landlord's conduct stopped after May 20, 2024. The 100% abatement for three months from June 1, 2024, to August 31, 2024, as requested on the amended application, is therefore not considered. There was no communication between the Landlord/Landlord's daughter and the Tenants after May 20, 2024, except through the Landlord's legal representative.
14. The merits of the N12 Notice and genuinely intention of the person who intended to occupy the rental unit was not considered because this issue is subject to application LTB-T-088108-24 that was not properly before the Board.
15. Since this tenancy has terminated, an order for the Landlord to refrain and stop their behaviour is moot.
16. The Landlord shall pay the Tenant the cost of the application fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$48.00. This amount represents:
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 3, 2026, the Landlord will owe interest. This will be simple interest calculated from February 4, 2026 at 4.00% annually on the balance outstanding.

4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 23, 2026

Date Issued

Sandra Macchione

Vice Chair, 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.