



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

Citation: Marah v Wang, 2026 ONLTB 9124

Date: 2026-01-30

File Number: LTB-T-024600-24-RV

In the matter of: 111 Livingstone Avenue
Toronto ON M6E2L7

Between: Maddieu Marah Tenant

And

Xiduo Wang Landlord

Review Order

Maddieu Marah (the 'Tenant') applied for an order determining that Xiduo 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 resolved by order LTB-T-024600-24 issued on March 14, 2025. Only the Tenant and the Tenant's representative attended the original hearing on March 5, 2025.

On March 28, 2025, the Landlord requested a review of the order and that the order be stayed until the request to review the order is resolved.

On March 31, 2025, interim order LTB-T-024600-24-RV-IN was issued, staying the order issued on March 14, 2025.

The review was granted by order LTB-T-024600-24-RV issued on August 8, 2025, directing the application to be heard de novo on a date to be scheduled by the LTB.

This de novo application was heard by videoconference on September 2 and 25, 2025.

The Landlord, the Landlord's agent (son), Baole Wang, the Landlord's representative, Chad Rawn, the Tenant, the Tenant's witness, Joel Rubagumya, and the Tenant's representative, Hanson Sone, attended the hearing.

Determinations:

Preliminary Issue

Request to amend the application

1. The Tenant's initial application was filed on March 25, 2024. No reasons or remedies were identified on the application (i.e. it was blank).
2. On February 28, 2025, the Tenant filed an amended application. The Landlord's representative confirmed that he had been served with a copy of the amended application. As such, I granted the Tenant's request to amend his application. Throughout this order, any reference to 'the application' refers to the amended application.

Limitation period

3. The Tenant's application was made under section 29(1) of the *Residential Tenancies Act, 2006* (the 'Act'). Subsection 29(2) of the Act provides that "*No application may be made under subsection (1) more than one year after the day of the alleged conduct giving rise to the application occurred.*"
4. The Landlord's representative argued that pursuant to section 29(2) of the Act, any allegations raised in the amended application that arose prior to February 28, 2024 are statute barred.
5. The Tenant's representative took the position that the one-year limitation period is triggered by the date the original application was filed. Since the original application was filed on March 25, 2024, his position is that the one-year limitation period runs from March 26, 2023.
6. It is undisputed that the Tenant vacated the unit on March 24, 2024. As such, any application by the Tenant had to be filed on or before March 23, 2025. Given that the original application was filed on March 25, 2024 and the amended application was filed on February 28, 2025, I am satisfied that both the initial and the amended applications fall within the limitation period set out in section 29(2) of the Act.
7. The issue before me is what application (i.e. the original or the amended) triggers the remedy period the Tenant can claim damages for.
8. In *Toronto Community Housing Corp. v. Vlahovich*, [2010 ONSC 1686 \(CanLII\)](#), [2010] O.J. No. 1463, the Divisional Court held that a remedy cannot go back further than the one-year limitation period in subsection 29(2). In other words, a remedy cannot go back further than one year before the application was filed.
9. In my view, filing a blank application cannot be used as a place holder to preserve a limitation period. I am satisfied that the remedy period is triggered by the filing of the amended application, being February 28, 2025, because it is the only application that provides reasons for the application and requests a remedy. As such, I am satisfied that the limitation period set out in section 29(2) of the Act prevents me from awarding a remedy in relation to any period prior to February 28, 2024.

The Application

10. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
11. It is undisputed that the Tenant moved into the rental unit on February 1, 2024 and vacated the unit on March 24, 2024.
12. The rental unit is one of three bedrooms located in the basement of a home. Each bedroom is rented to a separate Tenant. The Tenants share the common area.

Illegal Entry

Tenant's evidence

13. The Tenant alleges that the Landlord entered the unit illegally on March 21, 2024
14. The Tenant testified that on March 21, 2024, the Landlord called him and said he was going to go to the rental unit and remove the Tenant's belongings. The Tenant stated that the Landlord was angry because the Tenant's friend was in his room and the Landlord had told the Tenant that he was not allowed to have visitors.
15. The Tenant produced an audio recording of his conversation with the Landlord on March 21, 2024 [Doc 5143549]. In the audio, the Landlord can be heard saying "*If you bother other people, you will see all your stuff on the street*".
16. The Tenant produced a second audio recording of his conversation with the Landlord on March 21, 2024 [Doc 5143529] in which the Landlord can be heard saying that he was going to tow the Tenant's car and that he would throw the Tenant's things out on the street.
17. The Tenant stated that he and his friend left the unit at approximately 10:00 p.m. on March 21, 2024 to get gas. The Tenant stated that when they returned to the unit between 10:45 p.m. and 11:00 p.m., his friend saw the Landlord in the driveway of the residential property with some items in his hand. The Tenant said that he noticed that his e-bike (which had been stored outside) was missing. He said that when he entered his room, he discovered that his laptop, water heater, rice cooker and e-watch were missing.
18. The Tenant stated that he called the police who arrived five to ten minutes later. The police spoke with the Tenant and then left. The Tenant produced a police general occurrence report [Doc 5528655] regarding the incident. The report indicates that the Tenant called the police 12:47 a.m. for an occurrence that happened at 12:40 a.m. on March 22, 2024. It also states that the Tenant's phone conversation with the Landlord took place at 12:04 a.m. on March 22, 2024.
19. The Tenant admitted that he had no video or witnesses confirming the Landlord entered his room.

Evidence of Tenant's witness – Joel Rubagumya ('JR')

20. JR testified that he is the Tenant's friend and a classmate. He stated that he had been visiting the Tenant on March 21, 2024 and they went to get gas. When they returned, he saw the Landlord walking briskly away from the driveway of the residential property carrying the charger for the Tenant's e-bike and a laptop. He stated that upon entering the Tenant's room, the first thing they noticed was that the e-bike was missing. He stated that other items were missing as well. Although police were called, JR admitted that he did not speak with them. He said he left before they arrived because it was late. He believed that if they needed to speak with him, they would call him.
21. JR admitted that he never saw the Landlord inside the Tenant's room on March 21, 2024.

Landlord's evidence

22. The Landlord stated that he has been a landlord for other ten years and has never entered anyone's unit without permission, including the Tenant's. He denied being at the rental unit the evening of March 21, 2024, let alone entering the Tenant's room.

Analysis

23. There is insufficient evidence before me to find that the Landlord entered the Tenant's unit illegally. While the Tenant's amended application stated that the "*Landlord has been consistent and persistent in illegally entering into Maddieu's unit*", the only date identified in the amended application was March 21, 2024. Given that there must be sufficient information contained in the application for the Landlord to respond, only the March 21, 2024 incident was considered at the hearing.
24. Both the Tenant and JR confirmed that they did not see the Landlord enter or leave the Tenant's room on March 21, 2024. They did not produce any documentary evidence, such as photographs or videos, or any witnesses confirming that the Landlord entered the Tenant's room on March 21, 2024.
25. Therefore, I find that the Landlord did not enter the rental unit illegally.

Substantial interference and Harassment

26. The Tenant alleges that the Landlord substantially interfered with his use and enjoyment of the rental unit by refusing to allow him to have visitors in the unit. He alleges that the Landlord continually harassed him if he did have anyone visit him. The Tenant also alleges that the Landlord stole items from his unit on March 21, 2024.

Tenant's evidence

27. The Tenant testified regarding the following incidents with the Landlord:
 - February 28, 2024: The Landlord called the Tenant and started yelling and shouting at him, saying that he was not allowed to have visitors in the unit. The Tenant stated that

he was never provided with a written tenancy agreement to confirm this. He stated that the Landlord subsequently spoke with the Tenant's friend, JR, who then left.

- March 17, 2024: The Tenant injured his hand at work. After sending a photograph of his injured hand to the Landlord, the Landlord agreed that JR could come over to the unit to help him but could only stay one night. The Tenant stated that when he left for medical treatment, the Landlord called JR and told him to leave.
- March 19, 2024: The Landlord attended at the unit and installed a surveillance camera in the common area of the basement facing the Tenant's door. The Tenant stated that this was an invasion of his privacy.
- March 21, 2024: The Landlord was yelling and swearing at the Tenant on the phone, saying he had warned him about having guests and that he was going to throw the Tenant's belongings out on the street.

28. The Tenant denied that the Landlord ever told him he could have guests as long as they did not interfere with other tenants in the home or that other tenants had complained about noise from the Tenant's multiple guests, food missing from the kitchen or the smell of marijuana.
29. The Tenant stated that he is an international student and his experience with the Landlord was horrible. The Landlord's behaviour affected his mental health which, in turn, interfered with his studies. The Tenant stated that he was terrified of the Landlord.

Evidence of Tenant's witness: JR

30. JR testified that on March 17, 2024, he stayed in the Tenant's unit overnight to assist the Tenant after he hurt his hand at work. He stated that the Landlord attended at the unit and told the Tenant that he could not have anyone stay over. After the Tenant showed the Landlord his injured hand and explained that JR was helping him, the Landlord left.
31. JR stated that when he visited the Tenant the evening on March 19, 2024, he noticed there was a security camera installed in the common area pointed at the Tenant's door. A couple of hours later, the Landlord attended at the unit and told the Tenant he was not supposed to have guests and that he was making other tenants uncomfortable by having guests over.
32. JR stated that he was with the Tenant in the car on March 21, 2024 when the Tenant called the Landlord to tell him to stop harassing him and showing up at the unit unannounced. He said the Landlord became very angry, started insulting the Tenant, threatened to come to the unit and fight the Tenant and threatened to throw the Tenant's belongings out of the unit.

Evidence of the Landlord

33. The Landlord stated that there was no written tenancy agreement. He said the parties agreed that the tenancy would be month to month after the Tenant told him that he only wanted a short-term lease because he intended to live with his sister in Barrie. The monthly rent was \$800.00.
34. The Landlord said that the Tenant asked if he could share his room with another person and the Landlord told him no because of privacy (i.e. shared common area, including fridge, and

two other bedrooms in the basement were already rented to two separate tenants – one male, one female).

35. The Landlord said that he told the Tenant that:
 - a) visitors were allowed as long as they were quiet
 - b) no smoking in the home
 - c) no excessive noise
 - d) common kitchen and bathroom had to be kept clean
 - e) there was no parking because mutual driveway was shared with neighbour and the only parking spot was already rented by an upstairs tenant
36. The Landlord stated that from the day the Tenant moved in, he ignored the rules. He parked his new white Toyota Camry in the other tenant's parking spot and refused to move it and he added a second bed in his room and JR moved in. The Landlord stated that the other tenants complained that the Tenant and JR were having parties, smoking marijuana inside the home, causing noise, failing to keep the bathroom and kitchen clean and stealing food from the fridge.
37. The Landlord stated that one week after the Tenant moved in, the female basement tenant told the Landlord that the Tenant's friend was sexually harassing her and that she was moving out the following week. The Landlord refunded her one month's rent. He stated that the other basement tenant (i.e. male) handed in his notice to move out at the end of March 2024 due to the Tenant's conduct.
38. With respect to March 17, 2024, the Landlord stated that he received a complaint from the male basement tenant that JR had brought a guest to the unit and that they were smoking marijuana and causing noise. As a result, the Landlord called the Tenant who then told the Landlord it was his right to have as many guests as he wanted.
39. The Landlord stated that on March 19, 2024, he installed a camera in the kitchen facing the fridge. He said that the Tenant's room faces the stairs leading into the basement and not the kitchen. As such, the camera was not facing the Tenant's room and there was no invasion of privacy. The Landlord stated that the camera was actually fake.
40. The Landlord stated that when he attended at the property to clean the bathroom and kitchen, following complaints from the other tenants, he saw that JR used a key to the front door and the Tenant's room. He stated that he told the Tenant he could not give keys to the unit to other people because there were other tenants living in the basement unit as well and giving keys to non-tenants was a safety issue.
41. The Landlord denied that he told the Tenant he could not have guests. He said he told the Tenant's guests that they were welcome, but that they had to be quiet and not smoke inside the home out of respect to other tenants.
42. The Landlord stated that on March 21, 2024, the Tenant called him and said if the Landlord wanted him to move, the Landlord had to give him \$10,000.00. Otherwise, the Tenant said he was going to file an application with the LTB for harassment. After the Landlord refused the Tenant's demand for \$10,000.00, the Tenant lowered his demand to \$5,000.00, then \$3,000.00. Eventually, the Landlord agreed that if the Tenant moved out early, he would return one week of rent (i.e. \$200.00).

43. The Landlord stated that much later on March 21, 2024 (i.e. around midnight), the Tenant called him asking when he was going to pay him the \$200.00. The Landlord told him it was not appropriate to call at that time unless it was an emergency, after which the Tenant started laughing and provoking him. The Landlord does not deny that he became angry (as evidenced in the March 21, 2024 audio produced by the Tenant) but stated that the Tenant did not produce the start and end of the conversation. He said the Tenant edited the audio to omit his own bad language, racist slurs and abuse directed towards the Landlord.
44. The Landlord does not deny that he lost his temper during the late-night phone call on March 21, 2024, stating that it was past midnight and the Tenant was egging him on. While he admitted that he said he would throw out the Tenant's belongings, he stated that he would never actually do such a thing and, in fact, did not do so.
45. The Landlord stated that he subsequent to the Tenant's phone call, he received a call from the police at 2:00 a.m. who advised him that the Tenant alleged he had been in the unit and had stolen some of the Tenant's property. The Landlord told the police that he had not been at the rental property (which was about a twenty-five-to-thirty-minute drive from the Landlord's home) and that he, his wife and children had all been asleep. The Landlord stated that the police occurrence report [Doc 5528655] confirms that the police investigated all CCTV cameras in the neighbour and that there is no evidence that the Landlord had been at the rental property the evening of March 21, 2024 or had stolen any of the Tenant's property.
46. The Landlord produced a text message received from the Tenant on March 22, 2024 [Doc 5528690, page 3] which reads:

Good morning, Following the agreement we had last night Thursday 21st with regards giving me my last week rent of \$200 and I get out of the house on Sunday by 11:00 a.m.

This message serves as a confirmation to that agreement that am ready to move out on Sunday and let me have my last week rent of \$200.

47. The Landlord stated that nowhere in the Tenant's communications with the Landlord after March 21, 2024 does the Tenant accuse the Landlord of entering the Tenant's room and stealing personal possessions. There is nothing in the message demanding return of alleged stolen items.

Analysis

48. I am not persuaded by the Tenant's evidence that the Landlord harassed him or substantially interfered with his use and enjoyment of the rental unit. I say this for the following reasons:
 - I do not find it credible that JR would not remain at the unit until the police arrived, given that he was the person who allegedly saw the Landlord leaving the property on March 21, 2024 with some of the Tenant's items,
 - I do not find it credible that the Tenant and JR did not confront the Landlord if JR had, in fact, seen the Landlord leaving the premises with some of the Tenant's possessions

- I do not find it credible that the Tenant would not mention anything about his alleged stolen items to the Landlord in his text message [Doc 5528690] to the Landlord on March 22, 2024 the next day, given that he told the police the day prior that the Landlord had stolen them
- I do not find it credible that on March 23, 2024, the Tenant would offer to purchase a microwave for the Landlord if the Landlord had stolen almost \$5,000.00 worth of the Tenant's possessions,
- The Tenant did not produce a single photograph or receipt for any of the items that were allegedly stolen from his unit.
- While the Tenant's audio [Doc 5143549 and 5143529] confirms that the Landlord is yelling at the Tenant, calling him names and threatening to throw his belongings on the street, it is evident that the audio is incomplete. JR confirmed that he was with the Tenant when the Tenant initiated the call to the Landlord, yet there is no audio of the beginning of the call or what discussion took place that caused the Landlord to lose his temper. There is no audio of how the call ended. In the audio, both the Tenant and JR can be heard laughing and several times JR can be heard saying "*keep pushing him*". As such, I find the Landlord's evidence plausible that the Tenant was uttering his own racial slurs and abuse at the Landlord in an effort to make him angry.
- The inconsistencies in the Tenant's evidence regarding his phone call with the Landlord (i.e. around 10:30 p.m. on March 31, 2024), seeing the Landlord at the property when they returned at approximately 11:30 p.m. and the times set out in the police occurrence report, lead me to prefer the Landlord's evidence that the Tenant phoned him at midnight, woke him and his family, and then proceeded to deliberately make the Landlord angry.

49. As such, 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.
50. I also find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.

It is ordered that:

1. The Tenant's application is dismissed.

January 30, 2026
Date Issued

Karen Gonçalves
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.