



Order under Section 31 Residential Tenancies Act, 2006

Citation: Sung v Zhang, 2025 ONLTB 92123

Date: 2026-02-02

File Number: LTB-T-088821-24

In the matter of: 602, 195 BONIS AVE
SCARBOROUGH ON M1T0A5

Between: Joanna Sung Tenant

And

Yi Kai Zhang Landlord

Joanna Sung (the 'Tenant') applied for an order determining that Yi Kai Zhang (the 'Landlord'):

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

This application was heard by videoconference on November 26, 2025.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant the sum of \$4,900, which represents two months of rent.
2. The Tenant moved into the rental unit on January 15, 2024, and vacated the rental unit on November 14, 2024. At the time of signing the lease, the Tenant had paid first and last month rent, as well as pre-paying 4 months of rent.
3. By email dated August 12, 2024 (Exhibit 1: DOC 4412844), the Tenant notified the Landlord that she is looking to move out in January 2025 after the lease is done and would like to start using her prepaid rent.
4. The Landlord responded shortly after to the Tenant by text (Exhibit 2: DOC 4412727) and stated "To make things even more flexibility for you, you're also open to move anytime earlier starting next month ... we can always refund you the rent. Just want to leave that third option for you so you're flexible." The Tenant, in the same exhibit, responded "thanks for the offer ... I will give you as much notice as possible (no less than a month if that

works for you?” The Landlord responded, “Totally! Just trying to keep it as easy as possible for you. Best option for me is to have to stay on ... but I know life happens”

5. By text on October 8 (Exhibit 3 – DOC 4412736), the Tenant confirmed that she would move out by November 14, 2024, and the Landlord texted “Sure sounds good ... thanks and really sad you weren’t able to stay on. So I’ll give back 2 month rent is that right?” The Tenant confirmed, “Yes 2 months, thank you.”
6. Based on this understanding, the Tenant provided the Landlord with 37-days notice to vacate and moved out of the rental unit on November 14, 2024.
7. However, the Landlord did not return two months ‘ rent and denied every agreeing to anything less than 60-days notice. He indicated he required 60-days notice, as per the lease agreement, and would only return 1 month prepaid rent to the Tenant. Moreover, the Landlord indicated having financial concerns being a single father, not owing a car, paying monthly daycare costs of \$1,200, that he did not have extra funds in his bank account, and he had a \$5,000 balance owing on his credit card.
8. As of the date of the hearing, the Landlord has not provided any of the prepaid rent back to the Tenant.

Analysis

9. Subsection 202(1) of the *Residential Tenancies Act, 2006* (Act) states:

202 (1) In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit. .

10. The Landlord and Tenant had a mutual meeting of the minds that the Landlord would accept 1 month notice to terminate the tenancy. Both agreed that by vacating on November 14, 2024, the amount of prepaid rent to be returned to the Tenant was 2 months. The real substance of the parties’ communications was an agreement to terminate the tenancy early pursuant to section 37(3) of the Act, and for the return of the prepaid rent.
11. Whether the Landlord changed his mind, or circumstances arose wherein he could not longer accept shorter notice, it does not invalidate the agreement he made with the Tenant to accept 30-days notice. The Tenant was entitled to rely on the agreement, and in this case did so by giving notice to the Landlord on October 8, 2024, for a move out date on November 14, 2024.
12. Based on the Landlord’s actions in failing to honour his agreement to accept 30-days notice to terminate the tenancy, and the subsequent failure to return 2 months prepaid rent, I find that the Landlord interfered with the Tenant.

Remedies

13. The Landlord failed to return prepaid rent in the amount of \$4,900.00 after the Tenant vacated the rental unit in accordance with the agreement reached by the parties. I find that the Tenant is entitled to a rent abatement equal to that amount.
14. The Tenant's claim for out-of-pocket expenses in the amount of \$2,590 is denied. The Tenant indicated this amount was claimed due to having to pay rent at her other unit. At the hearing she indicated all she is seeking the two months prepaid rent.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$4,948. This amount represents:
 - \$4,900 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 13, 2026, the Landlord will owe interest. This will be simple interest calculated from February 14, 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.

February 2, 2026
Date Issued

Jeanie Theoharis
Member, Landlord and Tenant Board

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

