



Order under Section 135 Residential Tenancies Act, 2006

Citation: Ng v Wu, 2026 ONLTB 11711

Date: 2026-02-03

File Number: LTB-T-022287-25

In the matter of: Unit 56, 95 WELDRICK RD E
RICHMOND HILL ON L4C0H6

Between: Yin Ling Ng Tenant

And

Xiang Rong Wu Landlord

Yin Ling Ng (the 'Tenant') applied for an order determining that Xiang Rong Wu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on September 29, 2025.

The Landlord, the Landlord's support person and interpreter, Steven Wu, the Tenant's support person, Yat Ho Wong, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the T1 application on a balance of probabilities. Therefore, the Landlord must pay the Tenant compensation equal to one month's rent and reimburse the cost of filing the application.
2. The Tenant moved into the unit on March 28, 2024. The lawful monthly rent is \$2,880.00.
3. The Tenant testified that on November 8, 2024, while she was in a hospital in Hong Kong, the Landlord's agent, Louis, called and told her that the Landlord intended to move back into the rental unit by the end of March 2025 and that she would therefore have to move out.
4. The Tenant further claimed that this message was repeated and confirmed in subsequent communications. In particular, on or about February 2, 2025, the Landlord again instructed the agent Louis to tell the Tenant that the tenancy must end because the Landlord had received an offer for another property and planned to move back into the rental unit, and that the Tenant was expected to vacate by the end of March 2025.

5. The Tenant moved out of the unit on March 28, 2025. The Landlord did not dispute that she wanted to move back into the unit and asked the Tenant to leave. There is no evidence that the Landlord offered the Tenant another rental unit acceptable to them.
6. It is undisputed that the Landlord did not serve the Tenant with a Board-approved N12 Notice to End your Tenancy Because the Landlord, a Purchaser or a Family Member Requires the Rental Unit. However, subsection 37(1) of the Act provides that a tenancy may be terminated only in accordance with the Act, and section 43(1) sets out the information required in a notice of termination. Section 212 of the Act states that substantial compliance with the Act respecting the contents of forms, notices or documents is sufficient, and section 202 directs the Board to ascertain the real substance of transactions and to disregard the outward form if necessary.
7. Having regard to these provisions, I find that the Landlord's communications to the Tenant clearly conveyed that the tenancy was being terminated because the Landlord required the rental unit for her own residential occupation and that the Tenant was required to vacate by the end of March 2025. In substance, those communications amounted to a notice of termination for the Landlord's own use within the meaning of section 48(1) of the Act, even though a Board-approved N12 form was not served.
8. Section 48.1 of the Act requires a landlord who gives a tenant a notice of termination under section 48 to compensate the tenant in an amount equal to one month's rent or to offer the tenant another rental unit acceptable to the tenant.
9. The Tenant testified that she did not receive any compensation equivalent to one month's rent and that no alternative unit was offered. The Landlord did not provide evidence of having paid compensation or offered another unit. Given the monthly rent of \$2,880.00, I find that the Landlord failed to pay the Tenant the one-month compensation required by section 48.1 of the Act and has therefore illegally retained money for the purposes of section 135.
10. In the T1 application, the Tenant claimed additional amounts for moving expenses, mail-forwarding fees, interest, rental and utility differences at a new property, and emotional distress. A T1 application is intended to address money collected or retained in contravention of the Act. On the evidence before me and within the scope of a T1, I am not satisfied that those additional amounts are recoverable as money collected or retained in contravention of the Act. The Tenant's entitlement on this application is therefore limited to the one month of compensation required by section 48.1 of the Act, plus the cost of filing the application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,928.00. This amount represents:
 - \$2,880.00 for the compensation owing.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 14, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by February 14, 2026, the Landlord will owe interest. This will be simple interest calculated from February 15, 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 3, 2026
Date Issued

Colin Elsby
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.