



**Amended Order**  
**Order under Section 16.1 of the Statutory Powers Procedure Act and the**  
**Residential Tenancies Act, 2006**  
**And section 21.1 of the Statutory Powers Procedure Act**

**Citation:** Shen v He (aka Honmin He) (aka Linda Pristas), 2026 ONLTB 8805

**Date:** 2026-01-27

**File Number:** LTB-L-095507-25-IN-AM

**In the matter of:** Lower Level Family Room, 148 WITHROW AVE  
NEPEAN ON K2G3N7

**Between:** Pu Shen Landlords  
Kangbing Liu

**And**

Hongmin He (aka Honmin He) (aka Linda Pristas) Tenant

**INTERIM ORDER**

Pu Shen and Kangbing Liu (the 'Landlords') applied for an order to terminate the tenancy and evict Hongmin He (aka Honmin He) (aka Linda Pristas) (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application came before the Board by videoconference on January 22, 2026.

The Landlords, the Landlords' legal representative, Kelly Hawkes, the Tenant and the Tenant's legal representative, Lori Shepherd attended the hearing.

**This amended order is issued to correct a clerical error in the original order issued January 29, 2026.**

**Determinations:**

Preliminary Issues

1. At the hearing, the Tenant raised issues pursuant to section 82 of the *Residential Tenancies Act, 2006*, S.O. 2006 (the 'Act') and she presented the Board's approved form for raising these issues.
2. The Landlord raised the following preliminary objections:

- The Tenant's list of issues fails to include sufficient dates, times or details to allow the Landlords to know they case they have to meet;
  - Many of the Tenant's issues appear to be outside the one-year time limit as required by the Act;
  - The issues of illegal entry and changing the locks have already been decided by the Board;
  - The Tenant needs to pay the ongoing monthly rent until this matter is resolved.
3. For the following reasons, I agree with all of the preliminary issues the Landlord has raised.
- a) Lack of Details
4. It is a fundamental principle of law that the parties are entitled to know the case they have to meet. This principle ensures that procedural fairness is maintained and it avoids the possibility of a "trial by ambush" in which one side is blind-sided by allegations or evidence they could not foresee. This means that both parties are entitled to know the specific allegations being brought against them and they have the right to prepare a response before their matter is heard. In the matter before me, I am not satisfied that the Landlords could have known the specific allegations the Tenant made against them and therefore could not have known the case they had to meet.
5. As I pointed out at the outset of the hearing, the Tenant's list of issues is very unclear and lacks specific details. For example, the Tenant says that the Landlords substantially interfered with her reasonable enjoyment of the rental unit by serving "various bad faith LTB notices". The Tenant lists the date of May 21, 2025, next to this issue. However, the Tenant fails to provide any specifics or details regarding these alleged bad notices. The Tenant fails to provide a time period when the notices were served, the type of notices that were served or any details as to why she believes they were served in bad faith. Without these very basic details, the Landlords simply cannot know what notices the Tenant is referring to and cannot properly form a response to the Tenant's position.
6. In addition, the Tenant says that the Landlords failed "to maintain interior and exterior common areas" and this substantially interfered with her reasonable enjoyment of the rental unit. At the hearing, I asked the Tenant's legal representative to clarify this description and explain exactly what areas of disrepair this description refers to. However, the Tenant's legal representative explained that this issue actually has nothing to do with the Landlords' maintenance of the property, but rather their alleged failure to keep the common areas clean. This is not how the Tenant described the issue on the Board's form and I am therefore not satisfied that the Landlords knew, or could have known, the case they had to meet regarding this issue.
7. For these reasons, at the hearing I dismissed the issue of the alleged "bad faith notices" because the Tenant's description of this issue fails to include sufficient details or specifics. I also dismissed the issue of "failure to maintain interior and exterior common areas" because this description fails to accurately describe the issue the Tenant intended to raise.

b) Out of Time

8. There is no dispute that the time limit set out in subsection 29(2) of the Act applies to the issues the Tenant is raising. This section says that the Tenant is not permitted to raise any issues more than one year after the date the alleged conduct occurred.
9. In the context of section 82, this one year time limit starts on the date the Landlords filed their L1 application for non-payment of rent. The Landlords filed their application on November 12, 2025. This means the Tenant is not permitted to raise issues regarding conduct that occurred prior to November 12, 2024.
10. The Tenant's form indicates that she intends to raise an issue regarding an "illegal lock change" that occurred on November 28, 2023. As this allegation occurred outside the one-year time limit, the Tenant is not permitted to raise this issue and it must therefore be dismissed.

c) *Res Judicata* Applies

11. Next, I will address the allegations of illegal entry by the Landlords. The Tenant's form alleges that the Landlords had "monthly illegal entries" and the Tenant gives the date of October 3, 2023. As I mentioned at the hearing, the Tenant failed to provide specific dates or details regarding the time period she is alleging that the Landlords entered the rental unit illegally. In the absence of any further specific details, the Landlords are not able to know the case they have to meet and this issue must therefore be dismissed.
12. I would also note that, as outlined above, any alleged illegal entries that occurred from October 3, 2023, to November 11, 2024, are outside the one-year time limit and must be dismissed for that reason.
13. Finally, at the hearing, the Landlord provided a Board file number LTB-T-007545-24 which the Tenant's previous T2 application that also alleges illegal entries by the Landlords. The Tenant's application was dismissed by order LTB-T-00745-24 issued on November 6, 2024. If the Tenant intends to raise those same illegal entry allegations before me, the principle of *res judicata* applies and those issues must therefore be dismissed.

d) Criminal Proceedings

14. The Tenant says that the Landlords have harassed her by bringing a "private criminal prosecution" which she was "forced to defend and incur legal fees". At the hearing, I asked the Tenant's legal representative to elaborate on this issue and she explained that the Landlords sued the Tenant in court but that action was unsuccessful and ultimately dismissed. The Tenant would like to raise this issue as an example of the alleged harassment she experienced by the Landlords. For the following reasons, I dismissed this issue at the hearing.
15. First, although the term "harassment" is not defined in the Act, it is generally held that "harassment" is behaviour that a person knew, or ought to have known, would be

unwelcome. This means that, in order to prove that the Landlords harassed the Tenant by bringing an unsuccessful lawsuit against her, the Tenant will need to establish that the Landlords “knew or ought to have known” that their lawsuit would be unsuccessful. In order to prove this on the balance of probabilities, the Tenant would need to present the Landlords’ allegations before me, establish that they were unfounded and the Landlords would need an opportunity to respond. In essence, the parties would be forced to re-litigate the entire lawsuit in order for the Tenant to establish that the Landlords knew their allegations were unfounded and their conduct therefore constitutes harassment. As I explained at the hearing, this cannot be what the legislature contemplated when they included “harassment” in the Act.

16. The Landlords were entitled to bring a legal action against the Tenant regardless of whether that action would ultimately be successful. In fact, if landlords could be held liable for “harassment” simply as a result of bringing an unsuccessful legal action against a Tenant, this provision of the Act would end up being a deterrent against landlords for bringing any legal action against a tenant, on the chance that it may be unsuccessful and result in a harassment claim before the Board. Once again, this deterrent effect cannot be what the legislature intended and, for this reason, this issue must be dismissed.

e) The Remaining Issues

17. As several of the Tenant’s issues were dismissed at the hearing, the remaining issues include the following:

- The broken board at the back of the property;
- The water leak and mould on the ceiling;
- The racoons in the attic;
- The failure to provide rent payment information

18. At the hearing, we began the Tenant’s direct testimony and we will continue this portion of the hearing when this matter resumes. The Tenant is confined to only raising these issues. The Tenant is free to file her own application to address any additional issues or allegations she may wish to raise.

f) The Ongoing Rent

19. There is no dispute that the Tenant has failed to consistently pay her monthly rent. The Tenant says this is because the Landlords have failed to provide her with instructions regarding how to pay her rent.
20. At the hearing, I asked the Landlords to provide exact instructions regarding how the Tenant should pay the monthly rent. The Landlords say that the Tenant should send monthly e-transfers to the following email address: [claudioianni2023@gmail.com](mailto:claudioianni2023@gmail.com).
21. Although the Tenant requested that she be permitted to pay her rent in trust into the Board until this matter is resolved, I am denying the Tenant’s request.

22. I am guided by the principles set out in Guideline 2 of the Board's Interpretation Guidelines. While I realize that I am not bound by these principles, I see no reason to depart from them in this instance.
23. At the hearing, the Tenant requested that she be permitted to pay her rent into the Board because she is concerned about "fraud" by the Landlords. The Tenant failed to provide any details regarding what she means by this and failed to give any examples of any fraudulent activity by the Landlords regarding her monthly rent.
24. The Landlords dispute the Tenant's request and they say that they are experiencing ongoing financial hardship as a direct result of the Tenant's failure to pay them the monthly rent. This financial hardship will only be intensified if the Tenant is permitted to pay her rent into the Board.
25. Based on the evidence before me, I find that the Tenant has failed to establish that any special circumstances that exist which would justify an order to pay rent into the Board. While it is true that this matter is being adjourned and will be resolved at a later date, this adjournment alone does not justify ordering the Tenant to pay rent into the Board. In fact, I find that ordering the Tenant to pay her rent into the Board instead of directly to the Landlords will result in ongoing significant prejudice to the Landlords and would be unfair in this circumstance. For these reasons, the Tenant's request to pay her ongoing monthly rent in trust to the Board is denied. The Tenant must pay her monthly rent in full and on time to the email address provided above.
26. As I mentioned to the Tenant at the hearing, if she fails to pay her monthly rent to the Landlords until this matter is resolved, I will refuse to hear her evidence and submissions regarding her section 82 issues. The Tenant must pay all new rent on time to the Landlord until this matter is resolved or the Board orders otherwise.
27. This matter is adjourned to a date to be set by the Board. I remain seized.

**It is ordered that:**

1. The hearing is adjourned to a date to be set by the Board.
2. On or before January 26, 2026, the parties shall provide to the Board their unavailable dates for the next three months.
3. The Board will send the parties a Notice of Hearing for the next hearing date.
4. At the next hearing, the Tenant will be permitted to raise the following issues pursuant to section 82:
  - The broken board at the back entrance;
  - The water leak/mould on the ceiling;
  - The racoons in the attic; and
  - The failure to provide rent payment information.

5. The Tenant shall pay the ongoing rent to the Landlord by the day it is due until this matter is resolved or the LTB orders otherwise.
6. The Tenant shall pay the ongoing monthly rent by e-transfer to the property manager's email address which is: [claudioianni2023@gmail.com](mailto:claudioianni2023@gmail.com)
7. If the Tenant fails to comply with the requirement to pay the ongoing rent, the Board may refuse to accept or consider the Tenant's evidence and submissions.
8. I remain seized.

**January 29, 2026**

**Date Issued**

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Laura Hartslief

Member, Landlord and Tenant Board

**February 5, 2026**

**Date Amended**

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.