



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-069561-23

In the matter of: 4106, 25 CAPREOL CRT
TORONTO ON M5V3Z7

Between: Talar Ohanes Tenant

And

Silin Chen Landlord

Talar Ohanes (the 'Tenant') applied for an order determining that Silin Chen (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; and, harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on February 19, 2026.

The Tenant, the Tenant's representative Dakk Marrello, the Landlord's agent Ling Chen and the Landlord's legal representative Chak Chuen Ho attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$348.00.
2. The Tenant filed a T2 Application pursuant to s.29(1) of the *Residential Tenancies Act*, 2006 (the "Act") on September 5, 2023. The Tenant's amended application was filed on November 27, 2024. The Tenant alleges 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; and, harassed, obstructed, coerced, threatened or interfered with the Tenant.
3. By way of background, Tenant Talar Ohanes (the "Tenant" or "TO") signed a joint tenancy lease with a (prior) tenant in October 2021. After the prior tenant vacated the condominium unit in April 2023, I find there was an implied agreement by all parties to terminate that lease. Specifically, I find there was an implied agreement to terminate that lease due to (i) the Tenant's continued payment of her portion of the rent (as opposed to the full rent for the entire condominium unit); as well as, (ii) the Landlord's unilateral actions in securing another co-tenant for the rental unit.

4. A new co-tenant was secured for June 1, 2023. No lease was signed between the Tenant, the new co-tenant and the Landlord. Each tenant had their own room and shared common area living space until August 31, 2023. While the Landlord suggested this arrangement constituted a joint tenancy whereby the co-tenant was merely subletting from the Tenant, the facts suggest otherwise. The Tenant testified she paid \$1180/month in rent, and the other co-tenant paid an undisclosed sum to the Landlord. The Tenant did not choose the co-tenant and testified she was unaware of the co-tenant's lease particulars, which were negotiated directly with the Landlord after the prior tenant moved out in April 2023. Based upon the circumstances, I find the parties each entered into separate tenancies with the Landlord and thus, they were tenants in common and not joint tenants.
5. The co-tenant moved out at the end of August 2023 and the Tenant continued to pay the Landlord her regular monthly sum of \$1180. The Tenant alleges that on September 1, 2023, the Landlord entered the unit without providing valid notice of entry. While inside the rental unit, the Tenant further alleges the Landlord rearranged her personal items from the living room area to the kitchen and installed a *"room partition"* in the middle of the living room. Later that same day at 11:48pm in the evening, the Landlord send a text to the Tenant advising he was going to lease the vacant room in the rental unit to *"two male tenants because very often there are male visitors come to visit you..."*. The Tenant alleges this text was sent with the underlying intention of making the Tenant feel uncomfortable and possibly vacate the rental unit. The Tenant noted the text was received late at night and made her scared.
6. The Landlord did not attend the hearing, but the Landlord's child/agent Ling Chen ("Landlord" or "LC") testified that the text communication was likely sent due to due "frustration" and the Landlord's belief the Tenant should be paying \$2030 in rent going forward and not the \$1180 that the Tenant sought to pay. LC also added that the room partition was merely a curtain that was simply re-installed after a period of absence.
7. I do not find that the Landlord illegally entered the rental unit on September 1, 2023, as it appears the Landlord merely entered the common area of the unit, being the living room and kitchen areas. Notwithstanding the foregoing, I find the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant by installing a room partition in the living room and unilaterally moving the Tenant's personal belongings within the condominium unit. The Landlord's late-night text to the Tenant threatening to move in *"two male tenants because very often there are male visitors come to visit you"* was made in bad faith and with a view to intimidate and pressure the Tenant to leave the unit. Accordingly, I further find the Landlord harassed, obstructed, coerced, threatened or interfered with the Tenant as a result.
8. While the noted incidents admittedly all occurred within a short period of time and the Tenant removed the partition on the same day, I am satisfied the Tenant's normal use and enjoyment of the rental unit was impacted. In the circumstances, I find it reasonable to award the Tenant the sum of \$400.00 representing a \$200 abatement for each of the two infractions. While it was noted that the parties currently communicate through their legal representatives and an order that such method of communication continue was requested, I am not satisfied that such an order is necessary or warranted based upon the allegations.

Amended Application

9. The Tenant's amended application (filed November 27, 2024) contained new and unrelated allegations related to a purported misrepresentation of lease terms in contravention of a condominium by-law, as well as the service of a Form N12 and other notices.
10. Collectively, the occurrence of such events allegedly took place from August 2020 through to October 2023. The Tenant thus sought to introduce new and additional allegations in the amended application that occurred more than 1 year prior to the amended application filing date of November 27, 2024
11. Section 29(2) of the Act provides that no application may be made more than 1 year after the date of the alleged conduct giving rise to the application occurred. As such, at the hearing the Tenant was informed that those allegations would not be considered as a result of being statute barred.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$448.00, representing an abatement of \$400.00 and the application filing fee of \$48.00.
2. The Landlord shall pay the Tenant the full amount owing by March 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 13, 2026, the Landlord will owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 2, 2026
Date Issued

Peter Nicholson
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.