



Order under Section 69 Residential Tenancies Act, 2006

Citation: Liu v Matu, 2026 ONLTB 17940

Date: 2026-03-11

File Number: LTB-L-095796-25

In the matter of: L1, 32 Bayberry Crescent
North York ON M2K1T8

Between: Xiaoli Liu Landlord

And

Irina Matu Tenant

Xiaoli Liu (the 'Landlord') applied for an order to terminate the tenancy and evict Irina Matu (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on February 24, 2026.

The Landlord's Agent Jialin Yan, Landlord's daughter, the Tenant and the Tenant's Representative, Angie Darshanie attended the hearing.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Substantial interference

3. On November 8, 2025, the Landlord gave the Tenant an N5 notice of termination. The notice of termination contains the following allegations: the Tenant is required to vacate the rental unit temporarily because the Landlord's contractor needs to complete ceiling and

sprinkler installation safely. The Landlord is facing fines for non-compliance of fire safety work under an active fire department order issued May 30, 2023.

4. The Tenant did not correct the omission within seven days after receiving the N5 notice of termination by vacating the rental unit. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act) which I find is reasonable since the N5 Notice is void.
5. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
6. The Landlord's Agent indicated the Tenant was required to vacate the rental unit for two weeks requiring her to move all her property from the rental unit so that the contractor can do work to the ceiling of the basement unit to comply with fire code. The Landlord was not providing temporary accommodations in a hotel, an alternate unit or storage for the Tenant's property while work is performed. The Landlord stated that the renovations were extensive that the work can only be performed with the unit vacant. The Tenant was not afforded a notice of termination under section 50 (c) of the Act. Since there's no opportunity for the Tenant to exercise her right of first refusal under the notice of termination issued under section 64 of the Act, the Landlord's application for eviction is denied.

It is ordered that:

1. The application is dismissed.

March 11, 2026

Date Issued

Sandra Macchione

Vice Chair, 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.