



Order under Section 31 Residential Tenancies Act, 2006

Citation: Lauzon v Wang, 2026 ONLTB 15478

Date: 2026-03-10

File Number: LTB-T-097224-23-RV

In the matter of: 3B, 400 DUNDAS ST
TORONTO ON M5A2A5

Between: William Lauzon Tenant

And

Ke Wang Landlord

William Lauzon (the 'Tenant') applied for an order determining that Ke Wang (the 'Landlord'):

- collected or retained money illegally. (*T1 Application*)
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (*T2 Application*)
- harassed, obstructed, coerced, threatened or interfered with the Tenant

This application was heard by videoconference on September 10, 2024. Only the Tenant attended the hearing. The Board issued LTB-T-097224-23 on January 8, 2025.

On January 8, 2025, the Landlord filed a request to review Board Order LTB-T-097224-23 on January 8, 2025, stating the Landlord was not reasonably able to participate.

The Board issued Order LTB-T-0972245-23-RV-IN, January 15, 2025, staying the order of January 8, 2025.

On March 13, 2025, the Board heard the review request. Order LTB-T-097224-23-RV-IN2, issued March 25, 2025, states the matter would be heard *de novo*.

The *de novo* hearing was held by videoconference on February 12, 2026. The Tenant, represented by Anthony Smith, and the Landlord, attended the hearing.

Determinations:

Preliminary Issues:

Application Amendments

Interim Order

1. The Board raised a preliminary issue. Interim Order LTB-T-097224-23-RV-IN2 issued March 25, 2025, raised as a preliminary finding that the Tenant's application may require amendments. No request to amend the Tenant's application was uploaded to the Tribunals Ontario Portal ('portal'). However, a subsequent adjournment sheet indicated that the parties had agreed that a document included in the portal (Doc-4070251) contained sufficient allegations such that the Landlord could respond to the claim.
2. The parties were referred to the adjournment sheet dated June 26, 2026, which states that the parties agreed that the above-noted document was to form the allegations. The Landlord advised he had not had an opportunity to review the document. Regardless, the Landlord consented to the document forming the basis of the allegations.
3. Given that the parties had discussed this at the prior adjourned hearing, and this had been agreed upon at the earlier date, I was satisfied that there was no prejudice to the Landlord to consent to the Tenant's request to amend his application.
4. The Tenant's application is amended to include the details found in Doc-4070251.

Claim as Stated on Tenant's T2 Application

5. The Board raised a further preliminary issue that the Tenant's T2 application requested remedies that were not itemized under Remedy 8 for out-of-pocket expenses. The Tenant states that these remedies relate to the moving and storage expenses. However, these are already claimed under Remedy 7.
6. The Tenant requested to withdraw the claim on Remedy 8, and I consented to that request. The Tenant's application is amended to withdraw the claim for \$2,000.00 made under Remedy 8.

Parties to the Application

7. The Landlord requests the Tenant's application be amended to remove Nehaal Syed as a party. The Landlord indicates this was a former employee of the Landlord.
8. The Tenant did not object to removing Nehaal Syed as a party to the application.
9. The application is amended to remove Nehaal Syed; the style of cause has been updated to reflect this change.

Post-Hearing Submissions

10. Parties were invited to provide post-hearing submissions per Interim Order LTB-T-097224-23-RV-IN3, specific to two issues: (a) the Tenant's request for a fine to be administered against the Landlord; (b) submissions on amending the Tenant's application to include a request to terminate the tenancy on the date the Tenant vacated the rental unit.
11. Parties provided post-hearing submissions to the Board using the Tribunals Ontario Portal ('portal'); the Tenant on February 24, 2026; the Landlord on March 3, 2026.

12. After reviewing the submissions, the Tenant advises that he wishes to withdraw the remedy of a fine against the Landlord.
13. As there is no prejudice to the Landlord in doing so, I have granted the Tenant's request and marked the Tenant's request for a fine against the Landlord withdrawn.
14. Submissions pertaining to amending the application to include a request to terminate the tenancy have been considered in my decision below.
15. Of note, the parties agreed I could review the Tenant's Evidence Brief (Doc-7304215) and a list of incidents (Doc-4070251) in their entirety as part of my considerations following the conclusion of the hearing. These documents were reviewed, and relevant documents have been considered and referenced in my decision below.

Tenant's T1 Application

16. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must reimburse the Tenant \$100.00.
17. The Tenant claims the Landlord took a \$100.00 key deposit which was not returned to him.
18. The Landlord agrees that he owes the Tenant this money.
19. Section 134(1) of the Residential Tenancies Act ('the Act') states that no landlord shall, directly or indirectly, collect a key deposit from a tenant. Given the Landlord agrees he owes the Tenant the reimbursement of these funds, the Landlord shall reimburse to the Tenant \$100.00 for the key deposit. An order shall issue.
20. The Tenant also requested the return of his last months' rent deposit and interest on the deposit, and the unused portion of rent from August 17, 2023, through August 31, 2023, stating that the Landlord had not applied the last months' rent deposit to the last month of the tenancy. The parties do not dispute the Tenant paid rent in August 2023. However, I have considered this claim under the T2 portion of the application.

Tenant's T2 Application

21. I do not find, based on the evidence before me, that the Landlord or the Landlord's agent harassed, coerced or threatened the Tenant. Therefore, I find the Tenant did not meet their onus of proof on a balance of probabilities pertaining to the claim made pursuant to s.23 of the Act.
22. However, I do find that the Tenant has proven the allegations contained in the application that the Landlord substantially interfered with the Tenant's reasonable enjoyment for all usual purposes pursuant to s. 22 of the Act, on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$6,148.27.
23. By way of background, the tenancy began on January 1, 2022, and terminated on August 17, 2023. The Tenant lived alone, and residential complex unit is a mix of roughly eight

apartments. The Tenant's unit is on the ground floor facing the parking lot. However, the Tenant had other rental units above and below his.

24. Several parties are involved in the Tenant's allegations. For clarity, I have listed them here with their connection to each other:
 - "Amy", the Landlord's Mother, in a relationship with Marco
 - "Marco", the Superintendent or Maintenance Manager, who lives in or near to the residential complex
 - "Peter", a tenant in the residential complex, and Marco's son
 - "Nehaal Syed" ('Nehaal'), an agent for the Landlord who was the property manager during the tenancy
25. The Tenant alleges that the Landlord and his agents failed to respond to his concerns that Peter, and other occupants or guests in the rental complex, repeatedly threatened and harassed the Tenant, and caused excessive amounts of noise by screaming and shouting. Despite the Tenant repeatedly reporting his concerns about his safety and the harassment experienced at the hands of Peter, the Landlord and his agents failed to address the behaviour of Peter and the other occupants.
26. The Tenant submitted copies of the text messages sent to the Landlord and Nehaal into evidence (Doc-7304215, pgs. 14-24). The noise problem started in January 2023, although the Tenant states the problems preceded this date by several months. However, he began making written records in January 2023.
27. The Tenant asks for assistance, by way of text message, on February 2, 19, 27, March 7, 11 (several messages), March 12, March 18, March 30, April 1, and May 14, 2023. The Tenant's written records show that the tenants, their guests or occupants, particularly of the rental unit above the Tenant's, frequently intentionally caused excessive noise including yelling comments such as "awwww, are people trying to sleep?", and scraped and banged furniture with the intention of disturbing the Tenant.
28. The Tenant also had several incidents with Peter at the residential complex. Video evidence of an incident which occurred on August 10, 2023, shows Peter and the Tenant having a loud argument (Doc-7125126). Amy and Marco observe the argument at one point. Peter threatens that if the Tenant says one more word, he is going to "hit him." At one point, he charges towards the Tenant and is stopped by Marco. Marco can then be heard calling the Tenant a "...piece of shit."
29. Although the Tenant did not continue texting his complaints to Nehaal after May 2023, he testified that he had altercations with Peter on multiple occasions which were reported to Nehaal, including Peter's behaviours. He submitted a video, taken August 11, 2023 (Doc-4069965). In the video, Marco is outside. Peter is seen to exit his rental unit which is next door to the Tenants. Peter begins to walk away, looks towards the Tenant's door, and then returns to slam his door shut with force in a purposeful way. A few moments later, Peter walks past the Tenant's door and spits at it. The Tenant advises that Peter frequently urinated on or near his doorway.
30. The Tenant says that Peter frequently threatened him. His evidence was that "...the biker made it clear that if it wasn't for the cameras, he would have ended me." Peter and the Tenant had an altercation on or about August 14, 2023, in which Peter threatened him.

The Tenant went to a police station to discuss the situation. He was very concerned for his personal safety and was worried that if he made a formal police report, it would have further compromised his safety. He says the police advised him to leave the situation for his own safety. He went home, packed up his belongings, and arranged to vacate the rental unit on August 17, 2023.

31. The Tenant's evidence was that Nehaal was aware of, and consented to, the termination. The Tenant states that even Nehaal was wary of Peter. The Tenant's evidence was that Nehaal and the Tenant had an understanding that he was going to have his deposit plus interest returned, the key deposit returned, and the unused rent for the period between August 17 and 31, 2023.
32. The Tenant submits that the Landlord failed to take appropriate measures to deal with his concerns. He states that Amy's reports about noise are not credible because of Amy's close relationship to Marco, and subsequently, Peter. Further, the Tenant says that neither Nehaal nor the Landlord ever attended to investigate his noise complaints.
33. The Landlord does not dispute that there were problems with noise in the rental complex, but states that both he and Nehaal did their best to address the concerns. He points to the text messages in evidence. On February 21, 2023, Nehaal did speak to the tenants who were making noise and followed up with the Tenant. Again, on February 27, 2023, Nehaal checks in with the Tenant asking how the noise problem was. On March 14, 2023, Nehaal advises the Tenant to knock on Amy's door so she can investigate the next time there is a noise complaint. On March 15, 2023, Amy attended and advised she did not hear anything. On March 18, 2023, Nehaal advises he will follow up with the offending tenants again about the noise.
34. The Landlord also suggests that the Tenant's own text messages stopped in mid-May 2023. The Landlord put this to the Tenant in cross-examination. The Tenant stated that he chose to meet Nehaal in person because he was worried about further threats from Peter, referencing another incident in which Peter is said to have run his finger across his throat while making eye contact with the Tenant.
35. The Landlord agrees he did not serve any notices of termination on any of the other Tenants. He states this is because no other tenant(s) had complained of noise and Amy, who had attended the complex, did not hear any noise. Further, Nehaal had addressed the Tenant's complaints as found in the text message exchanges. The Landlord says he told the Tenant to call the police, although this point was disputed by the Tenant. The Landlord stated that he told the Tenant if there was a police report, it would allow him to move forward with a stronger case at the LTB.
36. The Landlord also testified that the Tenant did not give notice of termination in accordance with the Act. He testified that he only learned of the issues with the threats because of the Tenant's application. Accordingly, the Landlord does agree with the Tenant's submissions that he had an agreement to terminate with Nehaal. The Landlord does not believe he should have to return the deposit or the rent, which was paid for the period between August 17, 2023, and August 31, 2023.

38. In cross-examination, the Landlord asked the Tenant whether there had been any further issues between the Tenant and Peter after the event of August 14, 2023, and the Tenant admitted there had not. The Tenant was also asked why then, he chose to until August 17, 2023, to terminate the tenancy given that he “feared for his life.” The Tenant explained that he did not have a game plan. He was not expecting to flee, particularly during a pandemic, but after getting the advice of the police, he felt he needed to leave as soon as possible.

Applicable Law

39. Section 22 of the Residential Tenancies Act (the ‘Act’), states that a Landlord shall not substantially interfere with a tenant’s reasonable enjoyment of the rental unit for all usual purposes of the tenant.

40. Section 23 of the Act provides that a Landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

Analysis

41. Based on the Tenant’s evidence, I am satisfied that the Tenant proved, on a balance of probabilities, that the Landlord substantially interfered with the Tenant’s reasonable enjoyment of the rental unit for all usual purposes by failing to respond to the Tenant’s complaints in an effective or timely way.

42. The Tenant made multiple notes about the noise problems beginning in January 2023. Text messages were sent to Nehaal by the dozens over a period of four months. I am not persuaded that the Landlord took the appropriate steps nor that the steps taken were adequate. It is clear that simply speaking to the offending tenants was not addressing the Tenant’s concerns, and no notices of termination were ever issued to any of the offending tenant(s).

43. Although it is true that a police report may have assisted the Landlord in bolstering a case against the offending tenant(s), it is not at all necessary to have a police report. A reasonable landlord knows, or ought to know, that they have an obligation to address tenants’ complaints in a timely and effective manner.

44. Although the case of *Metropolitan Toronto Housing Authority v. Pauline Barrett*, an unreported District Court decision of October 22, 1987¹, was in reference to an illegal act at the residential complex, it applies to this situation as it speaks to landlords’ obligations to their tenants. The Court held:

“There is an obligation upon the landlord to clean up its buildings of illegal conduct. There is an obligation on the landlord to see that there is no illegal conduct carried in its buildings in question. There is an obligation of the landlord to its other tenants.”

¹ Metropolitan Toronto Housing Authority v. Pauline Barrett, an unreported District Court decision of October 22, 1987, Court File Number M153372/87

45. I am also not persuaded that having Amy attend to try to deal with the noise was appropriate because of her relationship to Marco and subsequently Peter. It was clear from the video evidence that Peter could be volatile. This too may have discouraged Amy from providing an honest reflection of the issues happening at the rental unit, which is why it was incumbent on the Landlord and or Nehaal to attend the rental unit to deal with the situation, or at the very least, issue the appropriate notice of termination.
46. I also accept the Tenant's evidence that he was reluctant to involve police given how volatile the situation had become, and this ultimately led to the Tenant vacating the rental unit. I accept the Tenant's evidence that he began to fear for his life, given the repeated threats made to him.
47. I am not persuaded that the Landlord or his agent were not aware of the ongoing issues between the Tenant and the other individuals at the complex after May 2023. I say this because the Tenant provided ample evidence of the problems between January and May 2023. Although the Tenant's text messages dropped off in mid-May, I am unable to find that the Landlord could reasonably believe that the problems stopped simply because the messages stopped. I say this because the Landlord admitted he had not served any notices of termination, and there was no evidence to suggest that the parties were evicted or otherwise terminated their tenancies. The earlier attempts by Nehaal prior to May 2023 to rectify the offending tenant(s) behaviour had not resulted in a significant change before May 2023. If the Landlord had done nothing further, it does not accord that the problems vanished because the Tenant stopped texting Nehaal.
48. Even if I accept the Landlord's testimony that he was unaware of any further issues between the parties between the period of mid-May and approximately August 10, 2023, it is entirely possible that Nehaal did not tell the Landlord about the ongoing problems. Nehaal was not called to give evidence at the hearing.
49. Finally, I accept the Tenant's evidence that he had an agreement with Nehaal to leave the rental unit, and that Nehaal told the Tenant he would be entitled to the return of the rent deposit, key deposit, interest, and the unused rent. As I found earlier, I accept the Tenant's evidence that Nehaal was well aware of the problems with Peter at the rental unit. Even if the Landlord states he was not aware of the issue until August 14, 2023, I find the Landlord's agent was, and the Landlord is responsible for the actions of his agents.
50. Even if I am wrong, and Nehaal did not agree to the conditions upon which the tenancy was terminated, I accept the Tenant's evidence that he fled out of a reasonable held belief that he was in imminent danger because of the threats made to him. He spoke to police, and police advised him to remove himself, and that is what he did at his earliest opportunity. In my view, the Tenant had no intention to terminate their tenancy early or without giving proper notice. If this was true, then they would not have paid their rent due in August. Rather, I find that the Tenant's abrupt decision to leave was precipitated by a genuine belief he would be assaulted if he remained in the rental unit.

Remedies

51. The Tenant seeks, by way of remedies, \$2,000.00 for moving and storage costs, and an abatement totalling \$2,500.00, and requests the Board terminate his tenancy effective August 17, 2023. The Tenant's rent was \$1,125.00 at the time of termination.

Moving & Storage

52. The Tenant submitted evidence of moving and storage costs (Doc-7304215, pgs. 26-31). These costs total \$2,025.75. (U-Haul \$657.66; Via Rail \$212.44; Via Rail \$124.30; Filmores \$173.68; XYZ Storage \$857.67). The Tenant claims \$2,000.00. Per the Divisional Court matter of *Beaugé v. Metcap Living Management Inc.*, 2012 ONSC 1160, the Board is unable to assess a greater award than that was claimed. Thus, the Tenant's claim is limited to the \$2,000.00 as stated in the application.

53. I find the Tenant is entitled to his reasonable expenses incurred as a result of the Landlord's breach. The Landlord shall pay to the Tenant \$2,000.00 for moving and storage expenses.

Abatement

54. The Tenant requests an abatement of \$2,500.00.

55. An abatement of rent is a contractual remedy based on the principle that if you are paying 100% of the rent then you should be getting 100% of what you are paying for and if a tenant is not receiving the full value of what they are paying for, then they should be entitled to abatement equal to the difference in value.

56. Although the guidance in *Biltmore Terrace Apartments v. Nazareth*, [1997] O.J. No. 1881, a decision rendered under the *Landlord and Tenant Act*, refers to situations in which there was a lack of maintenance in the rental unit, I find the Court's guidance instructive regardless:

It is always difficult to arrive at a proper amount or percentage by way of abatement. There is no magic formula. What is appropriate in each case will depend on the circumstances, including the amount of rent, the age and general condition of the premises, the nature and degree of the non-repair, and its duration, the efforts of the Landlord to inspect, the co-operation or otherwise of the Tenant in that regard, and the efforts made by the Landlord to rectify the defect.

57. Given the length of time the Tenant endured the problems, the lack of effectual resolution to the Tenant's concerns, and the impact the situation had on the Tenant, I am of the view that an abatement of \$2,500.00, as requested, is appropriate in the circumstances.

Termination of the Tenancy

58. The Tenant also seeks the termination of the tenancy effective August 17, 2023, the date he left the rental unit. As found above, I accept the Tenant's evidence and find that the tenancy should terminate effective August 17, 2023.
59. Section 134(2) of the Act states that no Landlord shall collect or attempt to collect from a former tenant any amount of money purported to be rent after a tenancy has terminated.
60. Therefore, I find that the Tenant should be reimbursed for the unused rent for the period between August 17 – 31, 2023. I calculate that amount to be \$517.81. ($\$1,125.00 \times \frac{12}{365} \times 14$ days).
61. The Landlord shall pay to the Tenant \$517.81 to reimburse the Tenant for rent paid between August 17 – 31, 2024.
62. For the same reasons, I am of the view the Tenant should be reimbursed his last months' rent deposit with interest. The Tenant's deposit was \$1,100.00 (Doc-7304215, pg. 33). I calculate the interest to be \$30.46. The last months' rent deposit and interest total \$1,130.46.
63. The Landlord shall reimburse the Tenant \$1,130.46 for the last months' rent deposit and interest owing for the period between January 1, 2022, and August 17, 2023.
64. The total the Landlord owes the Tenant is \$6,148.27.
65. This order contains all of the reasons within it. No further reasons shall issue.

It is ordered that:

1. The total amount the Landlord shall pay to the Tenant \$6,296.27. This amount represents:
 - \$100.00 reimbursement of key deposit.
 - \$2,500.00 for moving and storage costs.
 - \$2,000.00 for a rent abatement.
 - \$517.81 reimbursement of rent.
 - \$1,100.00 for the last month's rent deposit.
 - \$30.46 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing this application.
2. The Landlord shall pay the Tenant the full amount owing by February 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 1, 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.

March 10, 2026
Date Issued

Jane Dean
Member, 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.