



Order under Section 30 and 31 Residential Tenancies Act, 2006

Citation: Lu v Zhang, 2026 ONLTB 20047

Date: 2026-03-12

File Number: LTB-T-089857-24

In the matter of: 610 NOBEL RD
THUNDER BAY ON P7B5Y8

Between: Runlong Lu Tenant

And

Wenhan Zhang Landlord

T2 Application

Runlong Lu (the 'Tenant') applied for an order determining that Wenhan Zhang (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.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

T6 Application

Runlong Lu (the 'Tenant') also applied for an order determining that Wenhan Zhang (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on January 22, 2026. The Landlord and the Tenant attended the hearing.

Determinations:

1. The Tenant filed a T2 and T6 application alleging that there was a flood in the rental unit on October 12, 2024, and asserts that during the course of repairs the Landlord illegally entered the rental unit, threatened the Tenant, and the repairs substantially interfered with the Tenant's reasonable enjoyment of the rental unit.
2. The rental unit is a townhouse with two floors. The Tenant resided on the first floor which consisted of one bedroom, a kitchen, a small living room/dining room, and a utility room. The Tenant occupied the first-floor bedroom and shared the other areas of the rental unit with three roommates/tenants.

Tenant's Evidence

3. The Tenant moved into the rental unit on July 2, 2024, and moved out on October 31, 2024, after a leak originating in a utility room flooded the entire first floor of the property.
4. The Tenant testified that on the evening of October 12, 2024, there was a leak from the pipes in the utility room, and the issue was immediately reported to the Landlord. The Tenant began cleaning up the water and a repair person came within approximately 1-2 hours.
5. The Landlord sent a message in a group chat on October 16, 2024, advising that an insurance adjuster would be attending at the residential complex to do evaluations which would take approximately one hour. The Tenant sent a message on the evening of October 16, 2024, inquiring if anyone had entered the Tenant's room.
6. The Landlord replied that the insurance adjuster needed to measure the floor, so it was possible they entered the Tenant's room. The Tenant asked that the Landlord inform them the next time someone would be entering the room.
7. The Landlord sent another message on October 19, 2024, advising the Tenant that a further inspection would be completed on October 20, 2024, and the Landlord would be present during the 4-5 hour inspection.
8. The Tenant testified that the Landlord entered the Tenant's room on October 20, 2024, and began repair work in the Tenant's room which included removing the carpet and moving the Tenant's belongings. The Tenant submitted photographs and video of the room showing pieces of the carpet had been removed with chunks of carpet underpad remaining.
9. The Tenant also testified that they felt intimidated by messages sent by the Landlord on October 21, 2024, and October 23, 2024. Both messages were written in Chinese for which the Tenant had provided a translation.
10. The message from the Landlord on October 21, 2024, refers to repair work scheduled for the weekend and tells the Tenant that the Landlord is, "really willing to fix [your] room if you can compromise". The Tenant gave evidence that the Landlord's reference to a compromise was for the Tenant to pay a maintenance fee incurred by the Landlord as a result of the flood.
11. The Tenant translated the Landlord's message from October 23, 2024, to read "You better leave the fan on for ventilation when you're gone. If you don't, the works will do the living room and storage area first, and your room will be last".
12. The Tenant testified that after October 21, 2024, they did not reside in the rental unit and moved out on October 31, 2024. When the Tenant moved their belongings on October 31, 2024, there were still fans in the room, and the first floor was still under construction.

Landlord's Evidence

13. The Landlord testified that the entire first floor of the residential complex was flooded on October 12, 2024, requiring emergency service. The Landlord further testified that their insurer advised they would send an emergency service company to do an inspection, and the Landlord became aware of the inspection scheduled for October 16, 2024, on October 13, 2024.
14. The Landlord's evidence is that the emergency company was slow to respond and after the initial leak was repaired there was still remediation work required to repair damage. The Landlord testified that he was advised that the carpet was wet and both the carpet and drywall should be removed however, the Landlord's evidence is that "just a corner" of the carpet in the Tenant's room was removed.
15. The Landlord asserts that any delay in completing repairs was due to the Tenant's actions in not keeping the fans running to dry the room, and the delayed response by the insurer and emergency contractors.
16. The Landlord denied that the messages he sent to the Tenant on October 21, 2024, and October 23, 2024, were threatening or intimidating and testified that the Tenant's translation of the conversation was inaccurate.
17. At the hearing, an online translation tool was used to obtain a more objective translation of the conversation between the parties. The translation of the text from October 21, 2024, shows that the Landlord does not use the word "compromise" but instead encourages the Tenant to keep the drying fans running and asks for the Tenant's cooperation to expedite the completion of the repair work.
18. The online translation tool also translated the message from October 23, 2024, to read differently than the Tenant's translation. The message on October 23, 2024, asks the Tenant to "please" keep the drying fans running and advises the Tenant that if the fans aren't kept running that the living room and storage room repairs will be completed first.
19. The Landlord believes that the floors were finally dry on October 25 or 26, 2024, and a construction company repaired the floor some time after October 31, 2024.

T6 Application

20. The Tenant's application alleges that there was a flood in the rental unit and subsequent repairs were not completed promptly.
21. Section 20 of the Act sets out the Landlord's statutory obligation in relation to maintenance:

20 (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

22. In relation to the issue of the flood, a pipe began leaking on October 12, 2024, which was remedied the same day. The Landlord had a plumber attend on the evening of October 12, 2024, and the issue was resolved on the same date.
23. In these circumstances, I do not find that the Tenant has proven that the Landlord is in breach of their maintenance obligations pursuant to section 20 of the Act in relation to the leak/flood. The Landlord acted promptly to address the issue when it occurred.
24. In relation to the subsequent repair work, the flood occurred on October 12, 2024, and an inspection wasn't undertaken until October 16, 2024. No repair work was completed during this time.
25. On October 20, 2024, the Landlord removed carpet and baseboards from the Tenant's room without notice. The Landlord's own evidence is that the Tenant's room was dry on or around October 25 or 26, 2024, and the floors were not repaired when the Tenant vacated on October 31, 2024.
26. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
27. The evidence before me is that after the inspection October 16, 2024, repair work began on October 21, 2024, and repairs were not completed until after October 31, 2024.
28. Despite the Landlord testifying that this was an emergency situation, an inspection was not completed until October 16, 2024- 4 days after the leak, and remediation didn't begin until October 21, 2024.
29. There was no evidence that any steps were taken to dry or remediate water damage to the Tenant's room prior to October 21, 2024.
30. The Landlord's own evidence is that the floor repair was anticipated to only take a few hours however, the Tenant's room was not repaired for over 19 days after the flood. The only work undertaken on October 21, 2024, was providing fans to dry the room, and parts of the carpet and baseboards were removed.
31. The Landlord did not submit evidence to corroborate his testimony that there was delay from contractors or his insurer, nor that the Tenant's actions caused or contributed to any delay. Accordingly, I find that the Landlord failed to take adequate steps to perform repairs to the rental unit and residential complex within a reasonable period of time after the flood occurred.

T2 Application

Illegal Entry

32. The Tenant alleges that the Landlord illegally entered his room on October 16, 2024, and October 21, 2024, without proper notice.

33. The Act sets out a landlord's ability to enter a rental unit in with, and without notice at sections 26(1) and 27(1) of the Act:

26 (1) A landlord may enter a rental unit at any time without written notice,

- (a) in cases of emergency; or
- (b) if the tenant consents to the entry at the time of entry.

27 (1) A landlord may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:

1. To carry out a repair or replacement or do work in the rental unit.
2. To allow a potential mortgagee or insurer of the residential complex to view the rental unit.
3. To allow a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* or another qualified person to make a physical inspection of the rental unit to satisfy a requirement imposed under subsection 9 (4) of the *Condominium Act, 1998*.
4. To carry out an inspection of the rental unit, if,
 - i. the inspection is for the purpose of determining whether or not the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under subsection 20 (1) or section 161, and
 - ii. it is reasonable to carry out the inspection.
5. For any other reasonable reason for entry specified in the tenancy agreement.

34. Further, section 27(3) of the Act sets out minimum requirements for a notice of entry:

(3) The written notice under subsection (1) or (2) shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m.

35. The Landlord relies on section 26 of the Act in relation to the entry on October 16, 2024, and asserts that notice was given for the entry on October 21, 2024.

36. The Landlord sent a message to the Tenant on October 16, 2024, that an insurance clerk will be doing some evaluations. There was no date or time in the Landlord's message, and the inspection took place on the same day- October 16, 2024. The Landlord takes the position that this inspection after the flood was an emergency as contemplated by section 26 of the Act and therefore, no notice of entry was required.

37. At the time of entry on October 16, 2024, the emergency had been resolved. The emergency situation was the leak in the utility room causing flooding and despite the need for repairs being urgent due to the water intrusion, this was no longer an emergency situation that would permit the Landlord to enter the rental unit without notice.

38. Further, the Landlord testified that he was aware of the scheduled inspection date on October 13, 2024, and there was no reason the Landlord could not have provided adequate and timely notice. The Landlord or their agent illegally entered the rental unit on October 16, 2024.
39. In relation to the alleged entry on October 21, 2024, the Landlord sent a message to the Tenant on October 19, 2024, advising that a maintenance team will come for an "inspection check" on Monday (October 21, 2024) at 6:00 p.m. that will take approximately 4-5 hours.
40. Despite the Landlord's notice being served at least 24 hours prior to the date of entry, the Landlord or their agent entered the rental unit on October 21, 2024, and began removing carpets and baseboards from the Tenant's unit. Photographs tendered at the hearing show the Tenant's belongings were disturbed and there was dust and dirt on the Tenant's bed.
41. The Landlord's message advised the Tenant that an inspection would be undertaken on October 21, 2024, not that any work would be performed. The Tenant consented to the entry on the basis of an inspection but had no notice that repair work would commence.
42. The notice did not accurately specify the reason for entry, and the 4-5 hour timeframe exceeds the 8:00 p.m. permissible time for entry to a rental unit as set out in section 27(3). I find that the Landlord illegally entered the rental unit on October 21, 2024.

Substantial Interference

43. The Tenant alleges that the lack of timely repair and the repair work itself substantially interfered with their reasonable enjoyment of the rental unit.
44. Section 8 of O. Reg. 516/06 (the "Regulation") sets out criteria to be applied by the Board in determining whether there is substantial interference when a landlord does maintenance, repairs or capital improvements, criteria for determining whether to order an abatement of rent, and rules for calculating an abatement. These rules must be applied in an application for a finding that the landlord has substantially interfered with the reasonable enjoyment of the unit by the tenant.
45. The regulation sets out required considerations when making a determination as to whether there was substantial interference as a result of work undertaken in the rental unit or residential complex, and the quantum of any abatement that can be ordered:
 - (2) For the purposes of section 22, paragraph 3 of subsection 29 (1) and subsection 31 (1) of the Act, this section applies to the Board in making a determination,
 - (a) as to whether a landlord, superintendent or agent of a landlord, in carrying out work in a rental unit or residential complex, substantially interfered with the reasonable enjoyment of the unit or complex for all usual purposes by a tenant or former tenant, or by a member of the household of a tenant or former tenant; and
 - (b) whether an abatement of rent is justified in the circumstances.
 - (3) In making a determination described in subsection (2),

(a) the Board shall consider the effect of the carrying out of the work on the use of the rental unit or residential complex by the tenant or former tenant, and by members of the household of the tenant or former tenant; and

(b) the Board shall not determine that an interference was substantial unless the carrying out of the work constituted an interference that was unreasonable in the circumstances with the use and enjoyment of the rental unit or residential complex by the tenant or former tenant, or by a member of the household of the tenant or former tenant.

46. When the Landlord began work on October 21, 2024, a portion of the carpet and the baseboards were removed. There was exposed bare floor with pieces of carpet underlay still present. A large fan was required to run in the Tenant's room which the Tenant found to be disruptive. The Tenant's evidence is that he did not reside in the rental unit after October 21, 2024.

47. I am not satisfied that the carrying out of the work constituted an interference that was unreasonable. The wet carpets required removal and fans were necessary to ensure the room was dry prior to remediation. The lack of notice for the commencement of the remediation work is considered in the context of the illegal entries.

Threats and Interference

48. Section 23 of the Act provides:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

49. The Tenant relies on two messages from October 21, 2024, and October 23, 2024, in support of the allegation that the Landlord threatened or intimidated them.

50. I am not satisfied that the Landlord's messages on October 21, 2024, and October 23, 2024, are threatening or intimidating. The translation submitted by the Tenant was disputed by the Landlord and an online translation tool showed discrepancies in the translation.

51. Specifically, the translation submitted by the Tenant was more terse and omitted pleasantries in the Landlord's language such as "please". I am not satisfied that the Tenant's translation of the messages is accurate, nor that the language used by the Landlord was threatening or intimidating.

Remedies

52. The Tenant requested the same remedies in both their T2 and T6 applications.

Termination of the Tenancy

52. The Tenant's application requests termination of the tenancy on October 31, 2024.

53. The Board's Interpretation Guideline 6 Tenant's Rights provides guidance in applications where a Tenant requests termination of the tenancy. Specifically:

“The LTB may order that the tenancy be terminated on a specific date, either on a future date or retroactively. This remedy is used in serious cases where the tenant requests termination.”

And,

If the landlord's actions caused the tenant to move out of the unit, and the LTB finds the decision to move was reasonable in the circumstances, the LTB may retroactively terminate the tenancy, usually as of the date the tenant vacated the unit.

54. Despite the lack of haste with which the repairs were undertaken and completed, I do not find that this issue rises to a level that would entitle the Tenant to terminate their tenancy. Less than 30 days had elapsed since the issue arose and while the timeline for repairs was not reasonable, this did not rise to a level that would entitle the Tenant to terminate their tenancy.
55. After the Tenant's room was dry, there was no evidence that the state of the room posed a health or safety issue, nor that the room did not comply with housing maintenance standards. The room remained aesthetically unpleasing however, there was insufficient evidence to find that the room was uninhabitable.
56. Further the Tenant did not submit any correspondence to the Landlord requesting immediate repairs or expressing any frustration with the length of time the repairs were taking.
57. Accordingly, I do not find it is appropriate to order termination of the tenancy as requested.

Rent Abatement

58. The Tenant's T2 and T6 applications both seek a rent abatement of \$888.33 which is calculated as the return of a rent deposit in the amount of \$650.00, and a 100% abatement for 11 days during October 2024 when the Tenant did not occupy the rental unit.
59. Since the request to terminate the tenancy is denied, it would not be appropriate to order the abatement sought on the basis of the return of the Tenant's rent deposit.
60. Despite this, the Tenant has proven two illegal entries by the Landlord or their agent. The Divisional Court decided in *Wrona v. Toronto Community Housing Corporation* 2007 CanLii 3228 (ON S.C.) an abatement of \$1,000.00 for one instance of illegal entry was appropriate.
61. In this matter the Tenant's rent was \$650.00 per month. The Board's Interpretation Guideline 6 Tenant's Rights provides:

“A rent abatement cannot exceed 100% of the rent payable during the time period covered.”

And,

“In general, the duration of the rent abatement corresponds to the period of time that the breach occurred. However, if the breach is a single event, such as an illegal entry, the length of the breach may not be as relevant.”

62. The Tenant cannot be awarded an abatement that exceeds the rent for month(s) during which the issues occurred.
63. The Tenant's evidence in relation to the impact of the illegal entry on October 16, 2024, was minimal. The Landlord testified that he was aware of the requirement to enter the Tenant's unit on October 13, 2024, and there was no reason the Landlord could not have provided the required 24-hour notice.
64. The Tenant's evidence in relation to the impact of the illegal entry on October 21, 2024, was more fulsome. The Tenant returned back to the rental unit to find portions of the carpet missing in their rental unit after being advised that only an inspection would take place. The Tenant's belongings were moved and the work was undertaken without notice of the actual work.
65. Accordingly, given the impact of the two unlawful entries on the Tenant, I find a lump sum abatement of \$650.00 for both the illegal entries is appropriate.
66. Since the Tenant has received the maximum abatement for the month of October in relation to illegal entries, it is not necessary to make a determination in relation to any other abatement entitlements claimed on the basis of substantial interference or breach of maintenance obligations. The Tenant vacated the rental unit on October 31, 2024, and I am without any evidence about the state of repairs after that date.

Cost to Repair or Replace Property that was Damaged

67. The Tenant's T2 and T6 applications also seek reimbursement in the amount of \$58.21 to replace a duvet that became soiled during the Landlord's unexpected carpet removal on October 21, 2024.
68. The photographs submitted by the Tenant show construction dust and particulates on the Tenant's duvet however, I am not satisfied that the duvet was damaged and could not have been washed or drycleaned. I decline to order the cost to replace the Tenant's duvet.

Rent Differential

69. The Tenant's application requests a rent differential of \$1,440.00 however, I am not satisfied the Tenant was entitled to terminate their tenancy on October 31, 2024. It would not be appropriate to order a rent differential in the absence of a determination that the Tenant was entitled to terminate their tenancy.
70. As decided above, the Tenant vacated less than 30 days after the flood and the Tenant's room may have been unsightly however, there was no evidence that the room was uninhabitable after October 25, 2024, or October 26, 2024. Accordingly, the Tenant's request for a rent differential is denied.

Administrative Fine

71. The Tenant also requested an administrative fine.

72. The Board's Interpretation Guideline 16 Administrative fines provides:

"An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance."

73. While this order makes findings that there were breaches of the Act by the Landlord, I do not find that these breaches constitute a blatant disregard for the Act attracting the imposition of a fine and the remedies ordered herein should encourage compliance and provide deterrence.

It is ordered that:

1. The Landlord shall pay to the Tenant is \$698.00. This amount represents:
 - \$650.00 for a rent abatement for the period ending October 31, 2024.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 31, 2026, the Landlord will owe interest. This will be simple interest calculated from April 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 12, 2026
Date Issued

Kyle McGraw
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.