



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: HER v YANG, 2026 ONLTB 24864

Date: 2026-03-23

File Number: LTB-L-073802-25

In the matter of: 128 MOORE PARK AVE
NORTH YORK ON M2M1M9

Between: JIN HER Landlord

And

KWAN SIK YANG Tenant

JIN HER (the 'Landlord') applied for an order to terminate the tenancy and evict KWAN SIK YANG (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on February 10, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Grace Yun.

Determinations:

L1 application

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,350.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$44.38. This amount is calculated as follows: \$1,350.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to February 28, 2026, are \$10,800.00. There was no dispute about the quantum of the arrears.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Section 82 issues

8. The Tenant raised a number of issues pursuant to s. 82 of *the Residential Tenancies Act, 2006* (the 'Act') by way of a summary:
 - a. The rental unit lacked permits,
 - b. "unsafe living conditions" due to lack of permits,
 - c. Illegal entry,
 - d. Lack of communication, and
 - e. "displacement"/"constructive eviction".
9. The Tenant bears the burden of proof in establishing his allegations and I do not find that he met his burden in relation to any breach of the Act on a balance of probabilities.
10. I did not find the Tenant to be a credible witness. He made self-serving statements that did not accurately represent reality. He was evasive and argumentative. His grandiose claims are inconsistent with documentary records and common sense.
11. Tenant document 7295629 contains a few photos of the outside of the unit and a few photos of the inside. According to the Tenant, the photos show that the unit has no locking mechanism and is not secure. This is clearly untrue as there is a door leading outside with a visible locking mechanism. The Tenant also points out that there is only a single exit. There is no egress.
12. Tenant document 7295619 shows that there is no permit recorded with the City of Toronto. Document 7295623 shows an ongoing investigation after the Tenant complained. The Landlord argues that the Tenant's document doesn't establish that there are no permits – it simply shows that there is no record of a permit. The Landlord did not produce any evidence that a permit exists, however. The alleged lack of permits is not in and of itself an LTB issue. There is no requirement in the Act that a permit be obtained and no provision in the Act that automatically finds a landlord to be in breach if a permit is not obtained. It is quite possible that the Landlord did not obtain proper permits, but I do not find that the Tenant established that the Landlord breached the Act as a result of this alleged failure to obtain permits.
13. The only evidence of impact on the Tenant is the Tenant's self-serving claim that he didn't feel safe in the unit because of lack of egress. As explored further below, instead of asking the Landlord to address the issue, the Tenant asked the Landlord not to attend the unit.
14. There is also no record of the Tenant expressing any concerns about fire safety or asking for any repairs before the Landlord commenced this application. The Tenant first told the Landlord not to come to his unit, and then vacated the rental unit around the same time as they informed the Landlord of their concern. These facts would limit the Tenant's entitlement to any remedies under the framework of Onyskiw. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#) ('Onyskiw') 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.

15. In the case at hand, the Tenant gave the Landlord no opportunity to address the issues he complains about, and actively interfered with the Landlord's ability to do so.
16. The Tenant emailed the Landlord on November 14th not to enter the rental unit (document 7295641) even if it is for inspections or to grant a technician access. The Tenant demanded that the Landlord contacts the city for any safety issues. The Tenant's position at the hearing was that the Landlord was required to go through fire/city officials. He did not cite any authority under the Act that supports this position.
17. Claims 'a' and 'b' are dismissed.
18. With respect to the alleged illegal entry, the Tenant introduced document 7295638. The Tenant complains that the notice alleged an emergency, but the Tenant did not believe it was an emergency. The notice was given more than 24 hours in advance. I find that it complies with all requirements of the Act.
19. The Landlord testified that he served proper notice, and subsequently entered the rental unit with proper notice to perform repairs.
20. The claim of "illegal entry" pertains to an entry to effect repairs when the Tenant, on his own admission, was not actually residing in the unit. The entry occurred pursuant to proper notice. I find this claim 'c' to have no merit whatsoever.
21. The Tenant claimed that he was "displaced". He used this term multiple times. I do not find that this term accurately describes what has occurred.
22. The Tenant's evidence was not that his lock was changed or that his entrance was somehow blocked. His evidence was not that the Landlord somehow forced him to vacate through threats or coercion.
23. He showed a short video of his confrontation with the Landlord that took place in the driveway of the residential complex. The Landlord resides in the same complex and they appear to have run into each other. In the video one can see that part of the path may have been blocked by the Landlord taking his garbage can to the curb. The Tenant argues that because there was no room left to access his unit. The can blocked the path between his car and the house, and the Tenant was therefore unable to enter the unit by walking between the vehicle and the building. There is no evidence that the Landlord permanently blocked the path between the car and the house with his garbage can, and it would seem absurd to assume that the Landlord did so. Garbage cans and vehicles are both movable objects. The Tenant's own evidence was that that he "didn't know" whether the garbage can remained there permanently. This seriously undermines his claim that the garbage can permanently blocked his access to his unit. The Tenant complains that the Landlord touched his bag to move it out of the way on the day of the altercation.
24. The Tenant was evasive when asked whether he could go around the obstacle (garbage can). He ultimately replied that it would be "hard to get in". He then argued that it didn't matter because the unit was not safe due to having only one entrance.

25. The Landlord testified about the video. It was garbage day, and they were taking garbage to the curb. The can got stuck between the house and the vehicle, and the Tenant was outside taking a video. The Tenant was trying to bring a piece of old luggage into the unit. According to the Landlord, the Tenant had multiple way of simply going around the Landlord and the garbage can. This explanation is much more consistent with common sense than the Tenant's theory and I prefer the Landlord's version of the events over the Tenant's.
26. The Tenant claims that he has been "displaced" since this altercation but could not explain in what way he was ever prevented from using his rental unit other than by a garbage can being temporarily placed between the car and the house thus temporarily obstructing one of the ways to enter the rental unit. I therefore find that the claim of "displacement" is disingenuous and without merit. The Tenant simply chose to live elsewhere.
27. The Tenant testified that he has been living elsewhere since November. He did not permanently vacate the rental unit. He left his belongings behind. He would like not to pay rent and to return to the unit on a later date.
28. Claim 'd' was not seriously pursued at the hearing. It is unclear to me what the Tenant's allegation is. To the extent the Tenant argues that the Landlord acted unreasonably in their dealings with the Tenant, or otherwise substantially interfered with the Tenant, this claim is not established on a balance of probabilities. If anything, the record would support the opposite finding, i.e. that the Tenant has behaved unreasonably and has interfered with the Landlord.
29. The Tenant's s. 82 claims are dismissed.
30. There is no last month's rent deposit.
31. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.
32. The Landlord asked for the tenancy to be terminated as soon as possible. The Tenant requested a delay but did not propose a payment plan and made it clear that he did not wish to pay rent. The Tenant argues that no rent should be payable due to the alleged s. 82 issues and because he has to live elsewhere. I find that it would be unfair to grant any relief from eviction in the circumstances. The Tenant has not paid rent in many months, has no intention of paying rent, has no plan to repay the Landlord, and chose to vacate the rental unit to live elsewhere. He is simply asking the LTB to permit him to use the rental unit as free storage for as long as possible. This request is denied.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**

- \$12,336.00 if the payment is made on or before March 31, 2026. See Schedule 1 for the calculation of the amount owing.

OR

- \$13,686.00 if the payment is made on or before April 3, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 3, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
 4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before April 3, 2026.**
 5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$10,079.80. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
 6. The Tenant shall also pay the Landlord compensation of \$44.38 per day for the use of the unit starting February 11, 2026 until the date the Tenant moves out of the unit.
 7. If the Tenant does not pay the Landlord the full amount owing on or before April 3, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.
 8. If the unit is not vacated on or before April 3, 2026, then starting April 4, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
 9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 4, 2026.

March 23, 2026

Date Issued

Vladimir Nikitin

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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 4, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before March 31, 2026

Rent Owing To March 31, 2026	\$12,150.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$12,336.00

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 3, 2026

Rent Owing To April 30, 2026	\$13,500.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$13,686.00

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$9,893.80
Application Filing Fee	\$186.00
Total amount owing to the Landlord	\$10,079.80
Plus daily compensation owing for each day of occupation starting February 11, 2026	\$44.38 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	