



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ma v Chen, 2026 ONLTB 25458

Date: 2026-04-01

File Number: LTB-T-096507-24

In the matter of: Room A, 25 YORK DOWNS BLVD
MARKHAM ON L6C3J5

Between: Fei Fei Ma Tenant

And

Weihang Chen Landlord

Fei Fei Ma (the 'Tenant') applied for an order determining that Wei Hang Chen (the 'Landlord'):

- 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.
- withheld or interfered with their vital services or care services and meals in a care home (T2 Application).

The Tenant also applied for an order determining that the Landlord collected or retained money illegally (T1 Application).

This application was heard by videoconference on June 26, 2025. The Tenant, the Tenant's Legal Representative, R. Lee, and the Landlord attended the hearing.

Preliminary Issues:

This application is amended to reflect the accurate name of the Landlord as confirmed by the Landlord and shown in the tenancy agreement: Weihang Chen instead of Wei Hang Chen.

The rental home was occupied by the Tenant and two others whose similar T1/T2 applications were heard on the same date: LTB-T-096500-24 and LTB-T-096515-24. The Tenant rented a bedroom in the four-bedroom rental home and had a separate tenancy agreement with the Landlord. But for the remedy requested, the Tenant in LTB-T-096500-24 provided most of the evidence in the T2 application.

The Tenant requested moving costs but did not provide a copy of the invoice prior to the hearing. I permitted the Tenant to share the invoice on the screen, and to submit it after the hearing, when

the Landlord raised a discrepancy between the amount the Tenant requested at the hearing, \$316.40 for moving expenses, and the amount contained in the application, \$500.00 for moving and uber expenses.

For context, the Tenant provided testimony about the conduct of the Landlord weeks prior to November 7, 2024. However, while the described conduct was egregious, allegedly moving into the rental home without notice, they do not form part of my consideration in this order because they were not a basis for the complaints set out in the application.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant, \$1,250.78.

T2 Application

2. The tenancy commenced on or about July 1, 2023, and the rental unit was a one-bedroom unit in the four-bedroom home. The Tenant and two others individually entered a tenancy agreement with the Landlord.
3. The Tenant testified that on November 7, 2024, the Landlord sent the Tenant an email requesting them to vacate the rental unit on November 10, 2024. The Landlord also turned off the internet, electricity, and water supply.
4. The Tenant vacated the rental unit on November 9, 2024, because of the short notice and incurred moving costs of \$316.40 to remove her belongings from the unit. The Tenant provided a copy of the invoice substantiating the claim.
5. The Tenant and her roommates signed a joint tenancy agreement for a new unit on October 27, 2024. That tenancy commenced on November 1, 2024.
6. The Tenant requested an order for the Landlord to pay \$3,600.00 for a period of one year, an amount representing the difference in rent between the rental unit and their current unit.
7. The Landlord opposed the moving costs because the Tenant did not provide any evidence to demonstrate that she made the payment of \$316.40.
8. Section 22 of the *Residential Tenancies Act, 2006* (*the Act*) provides that a landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household. In addition, section 23 of the Act provides that a landlord shall not harass, obstruct, coerce, threaten, or interfere with a tenant.
9. The evidence demonstrates that the Landlord breached the Act by substantially interfering with the Tenant's reasonable enjoyment of the rental unit or residential complex when he served the Tenant with a three-day notice of termination by email, rather than providing the mandatory sixty-day written notice. Therefore, I find that the Tenant moved out of the rental unit because of the Landlord's actions.

10. However, the Tenant is not entitled to the difference in rent for a year because the new tenancy agreement, dated October 27, 2024, was already in effect when the Landlord sent the email on November 7, 2024. In other words, irrespective of the Landlord's email, the Tenant had already assumed the responsibility for the payment of the rent for the new unit.
11. Regarding the interruption to the supply of water, electricity, and internet service, the Tenant did not request any applicable remedy for this issue. I find the requested remedies for moving and storage costs, and the difference in rent, are not appropriate for this claim.
12. The Tenant testified that she incurred moving costs of \$316.40 and provided an invoice to support the claim. While the Landlord opposed the Tenant's request for reimbursement on the basis that there is no prove that the Tenant paid it, there is no dispute that the Tenant vacated the rental unit. Accordingly, I find on a balance of probabilities that the Tenant incurred reasonable out-of-pocket moving expenses of \$316.40, and the Landlord will be ordered to pay that amount to the Tenant.

T1 Application

13. The parties agreed that the Tenant paid a first and last month's rent deposit of \$1,200.00 to the Landlord on June 25, 2023. The Tenant requested a refund of the last month's rent deposit because it was not applied to the last month of the tenancy.
14. The Tenant also requested an order for the Landlord to pay the interest on the last month's rent deposit which she calculated as \$101.19.
15. The Landlord opposed the request because the Tenant did not pay any rent in November 2024 prior to vacating the rental unit.
16. Section 106 (10) of the Act provides that a Landlord shall apply a rent deposit that a Tenant has paid to the Landlord or to a former Landlord in payment of the rent for the last rent period before the tenancy terminates.
17. As the last month's rent deposit was not applied to the month of November 2024, the Landlord must return it to the Tenant, less the prorated rent for the period the Tenant occupied the unit in November 2024.
18. The lawful monthly rent was \$1,200.00 which makes the daily rate for the unit, \$39.45. For the nine-day period from November 1, 2024, to November 9, 2024, when the Tenant vacated the unit, \$355.05 will be deducted from the last month's rent deposit. The Landlord will be ordered to pay the balance of \$844.95 to the Tenant.
19. Section 106 (6) of the Act states that a landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. The Tenant paid the last month's rent deposit of \$1,200.00 on June 25, 2023. The Tenant is entitled to interest of \$41.43 on the last month's rent deposit calculated as:
 - a. \$15.62 – June 25, 2023, to December 31, 2023, and
 - b. \$25.81 – January 1, 2024, to November 9, 2024

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on November 9, 2024.
2. The Landlord shall pay the Tenant, \$1,250.78. This amount represents:
 - \$844.95 outstanding on the last month's rent deposit
 - \$41.43 interest on the last month's rent deposit
 - \$316.40 moving expenses that the Tenant incurred, and
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by April 11, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by April 11, 2026, the Landlord will owe interest. This will be simple interest calculated from April 12, 2026, at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 1, 2026

Date Issued

Jitewa Edu

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.