



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-096515-24

In the matter of: Unit B, 25 YORK DOWNS BLVD
MARKHAM ON L6C3J5

Between: HSIN-PIN Wu Tenant

And

Weihang Chen Landlord

HSIN-PIN Wu (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 Tenant's T1 application was blank with no information contained in it. Once alerted at the hearing, the Tenant opted to withdraw the application.

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-096507-24. 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.

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, \$248.00.
2. The tenancy commenced on or about October 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 because of the short notice and requested moving and storage costs of \$300.00. The Tenant testified that she made a cash payment of \$300.00 to friends to help her move her belongings out of the unit.
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 \$6,000.00 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 a receipt to substantiate the expense.
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 services, 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 \$300.00 due to the improper notice of termination but had no invoice because the amount was paid to her friends in cash. The Landlord opposed this request and demanded a bank statement showing the amount was withdrawn. While the Tenant had no other evidence to substantiate her claim, I find on a balance of probabilities that she incurred reasonable out-of-pocket moving expenses.
13. There is no dispute that the Tenant vacated the rental unit, and there are unavoidable costs associated with moving. The amount requested by the Tenant is reasonable considering that the Tenant's roommate in file LTB-T-096507-24, incurred \$316.40, as seen from her invoice, in moving from the rental unit to their newly shared unit. However, without any other corroborating evidence, I find it fair to only award the Tenant \$200.00 in moving expenses.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated on November 10, 2024.
2. The Landlord shall pay the Tenant \$248.00. This amount represents:
 - \$200.00 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 12, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by April 12, 2026, the Landlord will owe interest. This will be simple interest calculated from April 13, 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.
6. The T1 application is dismissed.

April 1, 2026
Date Issued

Jitewa Edu
Member, Landlord and Tenant Board

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