



Order under Sections 30 and 31 Residential Tenancies Act, 2006

File Number: LTB-T-076116-24

In the matter of: 77 HARRY COOK DR
Markham ON L3R5Y9

Between: Ziqi Han Tenants
Jingqing He

And

Hao Wang Landlord

Ziqi Han and Jingqing He (the 'Tenants') applied for an order determining that Hao Wang (the 'Landlord'):

- collected or retained money illegally (T1 application).
- 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 (T2 application).
- 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 (T6 application).

This combined T1/T2/T6 application was heard by videoconference on January 8, 2026.

The Tenants' Legal Representative, H. Zhang, the Tenants, Ziqi Han (ZH) and Jingqing He (JH), the Landlord's Legal Representative, Y. Tao Li, and the Landlord attended the hearing.

Determinations:

1. The Tenants requested to withdraw the T1 application during the Adjudicative Case Conference held on April 15, 2025. Therefore, only the allegations pursuant to the T2 and T6 application were considered.
2. As explained below, the Tenant proved some of the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord must pay \$3,303.83 to the Tenants on or before April 12, 2026.
3. This tenancy commenced on November 9, 2023. The parties signed a one-year term Residential Tenancy Agreement (Standard Form of Lease) ('Agreement'), a copy of which

was submitted into evidence (DOC-7107117pgs1-7). The lawful monthly rent was \$2,500.00 and it was due on the 1st day of each month. As per the Agreement, the Tenants were responsible for the Gas (Heat), Electricity, and Water Utilities. The Tenants vacated the rental unit on January 9, 2025.

4. In the T2 application, the Tenants allege that the Landlord: illegally entered the rental unit, substantially interfered with their reasonable enjoyment of the rental unit or residential complex, harassed and threatened them.
5. In support of their assertions the Tenants relied on the following:
 - April 3, 2024 message from Landlord that she needs the unit;
 - May 1, 2024 Landlord asked if they were moving out;
 - June 4, 2024 illegal entry Landlord or Landlord's Agent into unit;
 - June 9, 2024 illegal entry by Landlord or Landlord's Agent into unit;
 - June 9, 2024 Landlord stole Wi-Fi Extender;
 - July 20, 2024 Landlord took video of all rooms without consent;
6. In the T6 application, the Tenants allege that the Landlord breached her maintenance obligations under the Act with respect to an issue with the washer gasket.
7. Subsection 20(1) of the Act states:

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.

8. 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.
9. Section 22 of 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.
10. Section 23 of the Act provides that:

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

11. Harassment is not defined in the Act, however it is generally accepted that harassment is a course of conduct that a person knows, or should know, would be unwelcome by the other person, which is pursued for no legitimate, lawful purpose.

12. Section 25 of the Act provides that:

A landlord may enter a rental unit only in accordance with section 26 or 27.

13. Subsection 26(1) of the Act provides that:

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.

14. Subsection 27(1) of the Act provides that:

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.

Tenants' evidence

15. ZH testified that they received a message from the Landlord on April 3, 2024 that the Landlord needed the unit as she is moving back to Canada and threatened that if they do

not move out, she will do it officially. In support of her testimony ZH provided a copy of the message into evidence (DOC-4152083pg9). The message read as follows:

“Hello, Zach. I want to tell you and crystal that I can no longer rent my house. There have been big changes in China. I also got married and needed to go back to Canada to wait for childbirth, so I needed to take back my house and live there myself. My husband and I will return to Toronto around the end of May. I hope you will have enough time to find a suitable house. The rent for May is waived, so you can make adequate preparations. The deposit will be fully refunded after I go back to confirm the... if necessary, I can write a more formal notice and send it to you by e-mail.”

16. ZH also testified that on May 1, 2024 they paid the rent and the Landlord sent another message asking if they are moving out and if not then she will move in with them. In support of her testimony ZH provided a copy of the message into evidence (DOC-4152083pg10). The text message exchange read as follows:

Landlord

“I received the money Zach, do you not want to move? Or are you unable to find a suitable place to live at the moment? We will go back in June it is the situation I told you before what are your...”

Tenants

“We are not moving out during the one-year fixed lease term.”

Landlord

“No problem. If you don't want to move, then just live together. The rental information states that you can only rent two rooms. I keep the other rooms to myself. If you really can't move them, then we can live together.”

17. ZH further testified that on June 4, 2024 while home alone with their young child, who is one year old, she heard someone trying to open the door, specifically a key turning. She said she checked her camera and saw an unknown man trying to open the door and called the police. She said she was instructed by the operator to not open the door and await the arrival of police, so she took her son upstairs and locked themselves in the bedroom. She said that the man was yelling for her to open the door. She also said she could see him on the camera and hear him trying to get in which eventually he did by climbing over a chain lock they had installed and entering the unit.
18. ZH testified that she was so scared and feared for her life as the police had not arrived yet. She said the man started coming up the stairs and she asked him who he was and he replied that he was the Landlord's husband. She then asked him why he was there and he just kept asking why she not opened the door. She advised him that she had called the police and he just kept saying that this is his house. She said she told him to go away as

the police were called and he went back downstairs. In support of her testimony, ZH provided three videos into evidence (DOC-4152090, DOC-4152092, DOC-4152094).

19. The first video (DOC-4152090), time stamped 17:50:16, and taken from the interior of the unit, showed two people outside the entry doors, and one female opening the one of the doors with a key, but that door only opened about six inches. The second video (DOC-4152094), time stamped 18:15:43, and taken from the interior of the unit, showed a male releasing the second door and managing to manoeuvre both doors enough to get over what appears to be a chain lock at the bottom of the doors. The third video (DOC-4152092), time stamped 18:16:48 and taken from the interior, showed both of the entry doors partially open with one person standing outside and you can hear people talking in a different language, then mostly a male voice, then you can hear someone coming down stairs, then you see the same male who entered leave by stepping over the chain lock again.
20. ZH testified that on June 8, 2024, the Landlord messaged them that she would be coming by the next day, June 9, 2024, to pick up some belongings. ZH said that they agreed to this because the Landlord said she's coming with the police. ZH provided a copy of the message received from the Landlord into evidence (DOC-4152083pg13). The message read as follows:

“I'm writing this letter to let you know that I need to have access to the house (77 harry cook dr.) on June 9th, 2024 from 2:00pm to 4:00pm to pick up my personal belongings in the house. Please make sure the house is accessible. I will be there with Police Officers.”

21. ZH also testified that on June 9, 2024, the Landlord and the same strange man (the Landlord's husband) entered the unit using their key without knocking or ringing the bell and although ZH asked her “where is the police,” they just went from room to room video recording everything. ZH said that she called the police right away again, because after the last entry on June 4, 2024 when her husband arrived home, the Landlord had assaulted him. ZH further testified that the Landlord removed and stole their Wi-Fi extender they had plugged in upstairs, leaving them with no Wi-Fi access on the second floor. In support of her testimony, ZH provided two videos of this entry into evidence (DOC-4152100 and DOC-4152103)
22. The first video (DOC-4152103) time stamped 14:32:34, and taken from the interior of the rental unit, showed the Landlord and her husband outside the entry door, attempting several times with a key to open the door, and finally being successful and then entering the unit. The second video (DOC-4152100), time stamped 15:15:22, and taken from the interior of the rental unit showed the Landlord video recording the living and kitchen areas with her phone, while her husband stood nearby, and then they left together carrying three bags of belongings.
23. ZH also provided copies of three videos taken on July 20, 2024 of the Landlord and her husband video recording everything in the rental unit and removing items into evidence (DOC-4152115, DOC-4152129 and DOC-4152141).

24. The first video (DOC-4152115), no time stamp, and taken from the interior of the unit, according to ZH the second floor, showed the Landlord and her husband walking around while the Landlord used her phone to video record, the hallway, bathroom, bedrooms, and a closet. During this video the perspective changed, which ZH said the video was then being taken by her husband's phone, who was also standing in the hallway on the second floor. The second video (DOC-4152129), no time stamp, and taken from ZH's husband's phone, showed the Landlord and her husband going into the basement and again using her phone to video record the different areas, including opening doors to cabinets to view the contents inside.
25. The third video (DOC-4152141), time stamped 13:50:29, and taken from the interior of the unit, main floor, showed ZH with her baby playing on the floor recording with her phone as the Landlord and her husband removed a suitcase, and some other items from the house, and left.
26. Under cross-examination, ZH confirmed that she found the rental unit advertised in "Little Red Note," but she disagreed that the advertisement was for only 2 rooms. When shown a copy of the advertisement provided into evidence (DOC-7107175pg16), ZH stated that was not the original posting because it said the tenant can use all space in the house and never indicated that the Landlord was living there in two rooms and using the garage. Under cross-examination, ZH stated that at the time of the lease the Landlord just said she locked two rooms that they can not use which was okay because they only needed two bedrooms and they used outside parking.
27. On redirect, ZH confirmed that the Landlord never advised that the unit would be shared with her nor did the Agreement they signed disclose that the unit is shared. ZH also confirmed that from the beginning the Landlord never lived there and they paid all utilities for the unit.
28. JH testified that when he returned home from work on June 4, 2024 he encountered the Landlord and her husband, who was unknown to him, yelling and when the Landlord saw him she pushed him and threatened that this was "her house, and she would call the police to kick their family out."
29. JH also testified that before they signed the Agreement, they had pointed out that the washer gasket was full of mold and junk and asked the Landlord to replace it which she agreed to do. JH further testified that it was never replace so he ordered the part off of Amazon and replaced it himself in November 2023. In support of his assertion regarding the washer gasket, JH provided photos of the washer gasket (DOC-4152083pg2) and a video (DOC-4152412).
30. Under cross-examination, JH confirmed that he is not in any of the videos provided regarding the entry on June 4, 2024, he also responded that his wife had called him and that he was already driving home when she called.

Landlord's evidence

31. HW testified that she rented to the Tenants because there were two rooms she was not using at the house. HW confirmed at the time of renting to the Tenants she was in Canada and went to China on November 7, 2023. HW testified that this was her plan as she was

going to China to get married and then return to continue life. HW also testified that she advertised the unit in "little red note" and 51.ca and provided screenshots into evidence (DOC-7107117pgs15-16). She testified that there was no difference between the two advertisements as she had just copied and pasted them. There was no dispute that her advertisement was in Chinese and she provided the following translation:

"This property is located in the South union Ville community. It is close to many amenities, and you can get to the T&T shopping mall within 10 minutes of walking.

We are renting out two rooms on the 2nd floor. There is an individual bathroom and kitchen. No sublease is allowed. The Landlord reserves two rooms and the garage, which are not for rent, but all the other spaces are shared with the Tenant, including the kitchen and living room on the first floor, as well as the treadmill and furnitures. There are enough space to park two cars on the driveway, but the Tenant must pay their own utility.

This property is suitable for bachelors, homestay parents, and international students. The landlord usually are not living in the unit, but in an emergency, the landlord will communicate with the Tenant in advance."

32. HW also provided a copy of the text messages between the Tenants and herself in respond to her advertisement into evidence (DOC-7107117pg25). The text conversation was also translated by the Landlord. Upon review of this conversation as translated, there is no discussion as to the sharing of the unit with the Landlord or what specifically the Tenants would be renting. It was more to do with when they can meet, who the Tenants are, their employment/credit, and how long they plan to rent.
33. HW also testified that she had conversations with JH about placing the garbage bins in the yard, and sharing the basement. HW testified that JH, when viewing the washer had said it looked pretty dirty but she told him it was functioning. She also testified that she said she could ask the shop, but there are no issues of him using it and she also pointed out that there was another washer there and if he had concerns he could use that one. She also testified that the Tenants took apart the washer without asking her
34. HW further testified that when she sent the text message on May 1, 2024 that she was coming back she never doubted that they would not allow her access to her two rooms. She also testified that on June 2, 2024 she told them she was coming back on June 4, 2024 to give them a heads up, they just never replied.
35. HW testified that after their twenty hour flight they just went to the house on June 4, 2024, tried calling both Tenants when they saw the chain lock, but could hear their baby crying inside, so her husband went in. She also testified that he husband was only yelling so that they could hear him because they were upstairs and he was just asking them to come downstairs. She testified that the Tenants just kept yelling at her husband so she asked him to come back out and she called the police.
36. HW also testified that it was a long time before JH came home and for the police to come. She said that JH came and was standing very close to her at front door and she only pushed him to not block her way. She further testified that the police assisted her to go into

her rooms but advised that it was an LTB issue. She provided a copy of the police report into evidence (DOC-7107117pgs27-34). HW pointed out the police notations on page 33, in particular:

“Upon arrival, Wang stated to police that the tenants living in the residence were not following the residential tenancy agreement as they changed the lock on the door and were occupying the entire residence and not the two bedrooms to which they agreed upon. Wang requested if police could have them evicted from the residence as she needed a place to stay being that she just arrived in Canada today from China. Additionally, Wang said her copy of the residential tenancy agreement was inside the residence and that she could not and that she could show proof of the agreement....

Police reviewed the residential tenancy agreement from both parties which were identical and updated landlord Wang that section 2 of the standard form of lease did not mention they were limited to two bedrooms of the residence. In addition, the term of the tenancy agreement is listed as 2023-11-09 to 2024-11-09 and paying \$2800/mth.”

37. HW further testified that with respect to their visit on June 9, 2024, she did message she would attend with police because she believed they would go with her as she received a call from the officer who attended on June 4, 2024 advising her that the Tenants advised she left a light on in one of the rooms and to just go there because it was the Tenants' request that they want the light off. HW also testified when she called the police station for the escort she was told if it is not an emergency they will not attend so she decided to message them more than 24 hours in advance, June 7 or 8, 2024, and go on her own to collect her belongings.
38. HW further testified that she attended the rental unit on July 20, 2024 as per her email to the Tenants that she wished to inspect the unit and record condition of house. She said the date/time was given to the Tenants and if that timing did not work they did not say anything nor did they say anything about her entering all the spaces while she was there and JH followed her around the house video recording too. HW testified that she removed the Wi-Fi extender because it was hers and she needed it where she was staying. She also confirmed that there was no other attempts to enter the house after this date.
39. Under cross-examination, HW confirmed that people make mistakes regarding why no “sharing” clause was present in the Agreement, and that she is not a professional. She also confirmed that the Tenants were responsible for the full utilities because at the time she was going to China and they should pay because they are using them. She further confirmed that her advertisement confirmed that she is not going to be there most of time, and only in an emergency situation. HW further confirmed that she had deleted the advertisement but was able to go back into the site to take the screenshot and that she never edited it.

Analysis

T2 application

40. The Landlord's response was that the parties' agreement for the rental unit was that it would be shared. In support of this, she relied on the advertisement for the rental and conversations she had with the Tenants. The advertisement relied upon by "the Landlord stated, "the Landlord reserves two rooms and the garage, which are not for rent, but all the other spaces are shared with the Tenant", but it also stated, "the landlord usually are not living in the unit, but in an emergency, the landlord will communicate with the Tenant in advance."
41. Based on the above, I was not satisfied that the advertisement was clear that Landlord would occupy the two rooms and share the remaining spaces with the Tenants. It was clear that there were two rooms and the garage that the Tenants would not have access to, but this was never an issue as the Tenants complied with these restrictions as those rooms were locked and they parked in the driveway. Therefore, I was satisfied that the parties' understanding was that the Tenants could occupy/use the entire house, but for the two locked rooms and the garage.
42. In any event, after the advertisement and the parties meeting, they signed a one year term, November 9, 2023 to November 9, 2024, written Agreement, which did not set out the above understanding but did address the parking situation. The Agreement described the rental unit using the municipal address of the house, and the following statement "maximum 2 cars outdoor parking, in front of house." Additionally, the Agreement omits anything regarding the Landlord having the right to occupy the locked off rooms or the garage, sharing the unit with the Tenants, and item 15 confirmed that there were no additional terms to that Agreement. As well, as per the Agreement, the Tenants were responsible to pay for all utilities and were directed to set up those accounts with the utility providers.
43. Further, there was no dispute that the Landlord did not live in the rental unit at the commencement of the tenancy as she had gone to China on November 7, 2023 prior to the tenancy commencing on November 9, 2023.
44. Given the written terms of their signed Agreement that occurred after the advertisement, and the Landlord's conduct, I was satisfied that the parties' intention was never for the Landlord to occupy portions of the unit and share it with the Tenants.
45. Therefore, when the Landlord messaged the Tenants on April 3, 2024 that she wanted to reclaim the house and asked the Tenants to move out, I find this was simply an unlawful notice of eviction which amounted to harassment. Additionally, when the Tenants confirmed with the Landlord that they were not moving out as per the term of their tenancy, and the Landlord messaged that she would just move in and they will live together, I also find this amounted to harassment and a breach of section 23 of the Act. A landlord cannot simply demand that they take back a rental unit or that it must then be shared with them. I was satisfied that the Landlord's requests were unwanted and unwarranted, and that she had no legal right to pursue them.
46. Also, when the Landlord and her husband just showed up at the rental unit on June 4, 2024 and entered using their key, including manipulating an internal chain lock, I find this amounted to an unlawful entry/harassment. In accordance with section 27 of the Act, a landlord must provide written notice to enter at least 24 hours in advance and provide a reason for that entry. The Landlord asserted that she advised the Tenants she was

returning to Canada at this time, however that in itself does not amount to a valid notice of entry pursuant to section 27 of the Act.

47. As well, upon review of the videos presented into evidence by the Tenants, it was clear that the Landlord and her husband despite the chain lock being present on inside of the entry doors, they continued to push and pull at the entry doors to gain enough space for her husband to step over the Tenants' internal lock and go in the unit. This action did not appear to be easy, and the Landlord's husband proceeded to enter despite this and knowing that the Tenant and her child were in the unit as the Landlord testified she could hear the baby crying. I was satisfied that their conduct to enter the unit was extremely aggressive. Further, there appeared to be no dispute that the Landlord pushed JH in the doorway after he arrived home on this date, and regardless of the reason, the Landlord ought not to have physically interacted with JH. Therefore, I find that the Landlord's conduct on this date also breached section 23 of the Act.
48. With respect to the Landlord's entry into the rental unit on June 9, 2024, although I was satisfied that the Landlord provided notice in advance of this entry pursuant to section 27 of the Act, there was no dispute that the Landlord advised that this entry would be with police officers and that the Landlord upon arrival at the unit simply used her key and entered the premises. While I accept the Landlord's position that the Police Services advised that they are not available unless it's an emergency, I find that the Landlord's failure to knock or ring the bell prior to using her key is inexplicable and I find more likely than not it was a result of the Landlord's continued assertion that she could do whatever she wants as it is her house. Therefore, I was satisfied that while although there was a notice of entry, the Landlord's conduct during the entry amounted to harassment and a breach of section 23 of the Act.
49. Additionally, during this entry the Landlord removed and took a Wi-Fi extender that had been installed on the second floor. According to the parties' Agreement, the Landlord was responsible for providing internet. By removing this device, the Tenants stated that they did not have internet service on the second floor. Given it was the Landlord's obligation to supply internet, I was satisfied that the Landlord's conduct intentionally breached the terms of the Agreement and therefore amounted to harassment and a breach of section 23 of the Act.
50. The rental unit is the Tenants' home, it is not acceptable and is an invasion of privacy to simply walk into the unit without at least attempting an announcement of your visit. As well, the Landlord intentionally disrupted internet services which was her obligation to supply. Given the above, I was also satisfied that the Landlord's conduct fundamentally demonstrated that she does not acknowledge the Tenants' rights in this tenancy.
51. There was no dispute that the Landlord and her husband entered the rental unit on a third and final time on July 20, 2024 pursuant to a written notice to the Tenants to inspect the rental unit. On this occasion, the Landlord video recorded her walk through of the unit. The Tenants asserted that this was an invasion of privacy and the Landlord asserted that she was doing so simply to confirm the condition of the unit and informed the Tenants in advance. The Tenants relied on videos they had taken of the Landlord's walk through inspection. In those videos, the Landlord is seen holding her cellphone up and going in and out of rooms as she walks around the rental unit. The Tenants are also seen in those

videos holding their cellphones up at different times and JH is seen also walking around the unit with the Landlord and her husband.

52. A landlord is entitled to inspect a rental unit which would include all areas of that unit, it is not uncommon for a landlord to photograph or video record areas in support of their condition. Given that the Landlord gave the Tenants advance notice of the Landlord's intention to video record with this inspection, that the Tenants did not object during the inspection and they too also video recorded the walk through, I was not satisfied that the Landlord's conduct amounted to harassment or an interference with the Tenants' reasonable enjoyment of the premises.
53. However, given the above findings with respect to an illegal entry and breaches of section 23 of the Act, I was satisfied that the Landlord's conduct also substantially interfered with the Tenants' reasonable enjoyment of the rental unit.

T6 application

54. The Tenants asserted that the Landlord breached her maintenance obligations under the Act when she failed to replace a washer gasket that was full of mold and junk. In accordance with *Onyskiw*, a landlord is not automatically in breach because a problem arises, a contextual approach of the entirety of the factual situation must be completed including the Landlord's response to the problem before a breach of the Act can be determined.
55. In this case, the Tenants assert they advised the Landlord of the problem with the washer gasket during their viewing of the unit, prior to the tenancy. The Landlord confirmed that the Tenants raised this issue but that the washer was functioning and that there was also another washer on site the Tenants could use if needed. The Tenants' evidence was that the gasket was essentially dirty (mold and junk) and ought to have been replaced. JH stated that they purchased a replacement gasket on November 10, 2023 and provided a copy of the receipt and photos into evidence (DOC-4152083pgs1-2).
56. This tenancy only commenced as of November 9, 2023, if the Tenants purchased a new washer gasket on November 10, 2023, I was satisfied that they did this of their own choosing and did not provide the Landlord a reasonable opportunity to address this issue. In any event, since the issue with the gasket did not prevent washer from functioning, the condition of the gasket was most likely simply a preference of the Tenants. Therefore, I was not satisfied that the Landlord breached her maintenance obligations pursuant to subsection 20(1) of the Act.

Remedies

57. In this application, the Tenants requested an abatement of rent totalling \$7,500.00, general damages in the amount of \$8,000.00, and costs to replace the Wi-Fi extender of \$55.83.
58. The Tenants' Legal Representative submitted that the Tenants lost their sense of security since April 2024 when the Landlord advised she was returning to Canada and insisted on moving back into the unit. ZH described the Landlord's illegal entry on June 4, 2024 as a break-in wherein she feared for the life of her young child and herself, and hid in their

locked bedroom. ZH had not met the Landlord's husband before and all she could see on her security camera was an unknown male forcing his way through her entry doors despite an internal chain lock. Additionally, after he entered he went up the stairs to where ZH and her son were and yelled at them. Even after ZH advised she had called the police and he identified himself as the Landlord's husband, he continued to yell at her as to why she did not open the door and only left after a few minutes of back and forth.

59. As well, there was no dispute that the Landlord physically pushed JH on this date after he arrived home. The Landlord and her husband's conduct on this date was extremely aggressive. I was satisfied that the Tenants' feelings of loss of security after the Landlord's text messages and these events were reasonable. Further, during the next entry on June 9, 2024, the Landlord removed a Wi-Fi extender essentially affecting the Tenants' internet service to the second floor without cause.
60. I was satisfied that the Landlord's harassment started in April 2024 and May 2024 with text messages, and then the unlawful entry, aggressive conduct, and continued harassment in June 2024. While although this timeframe amounts to a three month period, I was not satisfied that a full abatement of rent for these three months is warranted in these circumstances.
61. An abatement of rent is a contractual remedy designed to recognize the concept that if a tenant is paying rent for a bundle of goods and services and if the tenant is not receiving everything being paid for then they are entitled to an abatement proportionate to the difference of what is being paid for and what is being received.
62. In this case, there were four incidents of harassment and an unlawful entry which substantially interfered with the Tenants' reasonable enjoyment of the premises over a three month period of time. However, outside of these incidents the Tenants were still able to live in and enjoy the premises they were paying for all other usual purposes.
63. Therefore, I find a lump sum abatement of rent between April 1, 2024 and June 30, 2024, totalling \$1,000.00 ($\200.00×5) for these breaches by the Landlord to be more appropriate in these circumstances.
64. Also, I was satisfied that the Tenants are entitled to general compensation totalling \$2,200.00 [$\300.00×4, plus $\$1,000.00 \times 1$ (illegally entry)] for these breaches by the Landlord to be appropriate given the stated emotional and physical impacts on the Tenants and their son. These damages are separate from the abatement of rent as the abatement of rent is simply about recognizing the value of what is being paid for but not being received, which does not address the distress, fear, inconvenience, loss of privacy, loss of security, and stress experienced by the Tenants. These elements are compensated for through general damages.
65. Further, the Tenants provided a copy of a receipt for \$55.83 to replace the Wi-Fi extender removed by the Landlord on June 9, 2024 into evidence (DOC-4152083pg14). This was an expense that was only necessary because of the Landlord's breach. Therefore, I find that the Tenants are entitled to replacement of these costs.
66. The Tenants are also entitled to costs of filing this application.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$3,303.83. This amount represents:
 - \$1,000.00 for a rent abatement;
 - \$2,200.00 for general damages
 - \$55.83 for the reasonable costs that the Tenants have incurred to replace property that was disposed of as a result of the Landlord's actions.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by April 12, 2026.
3. If the Landlord does not pay the Tenants 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.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 1, 2026
Date Issued

Lisa Del Vecchio
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.