



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-085757-24 and LTB-L-103416-24

In the matter of: 72 Short Cres
Courtice ON L1E2Z6

Between: Craig Coates
Rosina Coates
Tenants

And

Margaret or Yun Li
Landlord

Craig Coates and Rosina Coates (the 'Tenants') applied for an order determining that Margaret or Yun Li (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household (T2).
- harassed, obstructed, coerced, threatened or interfered with the Tenants (T2).
- Collected or retained money illegally, namely, the Landlord collected a rent deposit on which interest has neither been paid or credited to the Tenants' rent ledger (T1).

Yun Li (the 'Landlord') applied for an order to terminate the tenancy and evict Rosina Coates and Craig Coates (the 'Tenant') because the Tenants did not pay the rent that the Tenant owes.

This application was heard by videoconference on March 11, 2026.

The Landlord and the Tenants attended the hearing. The Landlord was represented by Luminita E. Ambrono, a licensed paralegal.

The Landlord's former legal representatives, Epstein and Associates, are not properly named in the Tenants' application and have been removed from the style of cause.

Determinations:

L1 Failure of Pay Rent

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) on November 29, 2025. The Tenants 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. The Landlord's L1 Application was filed December 17, 2025. The rental property was sold on January 7, 2026.
2. The arrears of rent owing to the Landlord were not assigned to the new landlord. Therefore, this matter proceeded as an arrears only application for the rent arrears owing by the Tenant up to the date of the sale of the property.
3. As of the hearing date, the Tenants are still in possession of the rental unit.
4. This tenancy has been the subject of several L1 applications including LTB-L-014159-25 between the Tenants and the current landlord of the property. An order was made in that application dated December 12, 2025 (the "December 2025 Order"). During that hearing the Tenants contested the rent as set out in the Landlord's N4 and the L1 hearing centred around the issue of the lawful rent. The December 2025 Order addresses the issue in detail. In short, the Member determined that the rent claimed on the N4 (\$1859.00) was not the lawful rent and that the correct lawful rent is \$1814.00. The application was dismissed.
5. The Tenants have appealed the December 2025 Order to the Divisional Court and served the current landlord with the Notice of Appeal on January 12, 2026. The Tenants are appealing that portion of the Order that establishes the monthly lawful rent not the dismissal of the application against them.
6. At the outset of the hearing, I questioned the Tenants about their position that the December 2025 Order did not establish the lawful monthly rent. I pointed out to the Tenants that as their T2/T1 application claimed a percentage of rent abatement for claims made against the Landlord it would not be possible to calculate percentage claims if the lawful monthly rent was not established. The Tenants agreed, that for the purpose of this L1 hearing and the T1/T2 application, the lawful rent is \$1,814.00.
7. The rent was due on the 15th day of each month as established by agreement between the parties during the tenancy when the Tenants were having difficulty paying the rent on time.
8. The Tenant raised a section 82 argument in which she explained that she received an email from the Landlord on February 22, 2024 which was the culmination of a number of emails in which the parties had been speaking about accommodations that the Landlord might make because Mrs. Coates had been ill and they couple were having difficulty in paying the rent. There was discussion about a payment plan but the duration of the plan could not be agree to by the parties. In the email of February 22, 2024 which is part of an exchange dating from January 7 to February 22, 2024 (DOC 4349545) Exhibit 2 to the hearing, the Landlord advised the Tenants that she was appointing someone else to communicate with them going forward.

9. The Tenants advanced this email as the basis for not continuing to make rental payments. Mrs. Coates testified that she did not know to whom to pay the rent and that was the reason she stopped paying it. I completely reject this a valid basis for the Tenants to withhold rent. The February 22 email did not say that rent was to be paid in any other way than what had been the practise between the parties for almost 12 years which was by e-transfer. The Landlord's email merely said that in so far as negotiations around the issue of payment plans and late payments she was appointing someone else to take over the conversation. In my view, the Landlord's email cannot reasonably be interpreted as changing the long-established payment method and I reject the Tenants' position and interpretation.
10. Based on the Monthly rent, the daily rent/compensation is \$59.64. This amount is calculated as follows: \$1,814.00 x 12, divided by 365 days.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears owing to by the Tenants to the Landlord to January 7, 2025 is \$18,138.25
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
14. The Landlord collected a rent deposit of \$1,550.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit remains with the new owner of the property and will be applied to the last month of that tenancy if and when the tenancy is terminated.
15. Interest on the rent deposit is owing to the Tenant for the period from May 25, 2012 to January 7, 2025 and on a going forward basis; however, as stated above that interest is now required to be paid by the current Landlord and the Tenants' claim for interest owing lies against the current Landlord.

T1 Interest on the Last Month's Rent Deposit

16. The Tenants' claim for interest on the last month's rent deposit dates to 2012. I advised the Tenants at the hearing of the one-year limitation for claims under the *Residential Tenancies Act, 2006*, and the Tenants agreed not to proceed with this claim.

T2 Application - Substantial Interference and Harassment and "Changes to the Rental Agreement"

17. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

T1 Application - Improper Charge for Utilities

18. The Tenants allege that their rental agreement provides that they pay for gas to the rental property but not for the gas water heater. The lease agreement between the parties (Exhibit 4 – DOC 4347385) clearly sets out the obligations of the Tenants, "The Tenants agree to pay all utilities with respect to the premises, including, without limitation, the following utilities: gas, electric, water/sewer, cable TV, telephones and garbage removal if applicable."

19. Mrs. Coates testified that the water heater rental was included in the Enbridge bill from the inception of the tenancy and that it was only when Enbridge and Enercare split and the water heater appeared separately on the Enercare bill that she realized they had been paying for the water heater. She claimed a credit for all the years of payment for the water heater and produced a chart of charges. Again, the Tenants were reminded of the one-year limitation of this issue. The Tenants accepted the limitation but pressed their argument that they should receive some compensation for this issue.
20. I find against the Tenants on this point as well. The lease term with respect to utilities is very clear, all utilities “without limitation” are to be paid by the Tenants this includes the water heater.

T2 Substantial Interference by Harassment regarding Changes in the Lease

21. The Tenants complained that the Landlord from time to time changed the terms of the rental agreement which was confusing to them and interfered with their reasonable enjoyment of the rental property. The Tenants’ evidence on this point was vague and amounted to an assertion that the change in the date on which the rent was due was a main point of contention.
22. From the oral and written evidence before, Exhibit 2, changes to the date on which rent was due were as a result of requests from the Tenants because they could not pay the rent. I do not diminish the hardships that the Tenants may have faced although they were described to me and only obliquely referenced in the exchange between the parties. What I have gleaned from the evidence is that it was the Tenants who sought to change the date that the rent was due and any confusion that arose from that date was solely for their benefit until they saw an opportunity to complain about and call it a confusing change.
23. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.

T2 Substantial Interference by Harassment and Obstruction

24. Essentially, the Tenants complain of the Landlord’s actions in regard to entry notices given in conjunction with the listing of the property. A number of documents were entered into evidence that form part of a larger document (DOC 7500315). Exhibit 8, pages 49 to 51, in a letter from the Landlord’s former legal representative, a line in the letter stating that the Landlord is “compelled” to bring an L1 proceeding for non-payment of rent. The Tenants assert that this statement is “obstruction and harassing”. An offer to settle the matter at the end of the letter is characterized as “coercion”.
25. During an attendance by a potential buyer on October 19, 2024, following a valid entry notice, photographs were taken and the Tenants were outraged that the entry notice did not specifically say that photographs were to be taken. The Tenant demanded that any photos of the interior of the home and the interior of the garage be deleted.

26. On another attendance for a real estate showing on October 28, 2024, again following a valid notice of entry, an employee of the eventual buyer, named specifically in the notice, attended the home 6 minutes earlier than the Landlord. The Tenants had left the door unlocked and the individual opened the door and stepped inside. We do not know what was in the mind of the person when she entered but as no evidence was led on this point we can presume that she thought that the Landlord had already arrived and was inside. Nevertheless, whatever was on this person's mind, when the Tenant came downstairs and saw the person there, she began to remonstrate them forcefully. The individual apologized profusely and went immediately outside to wait for the Landlord.
27. The Tenant also asserts that the fact that the Landlord handed her an LTB Order for eviction for non-payment of rent during a routine inspection and replacement of the CO detectors constitutes harassment.
28. Finally, the Tenants complain that they were not advised of the closing of the sale of the property or the names of the new owners by the Landlord.
29. The interactions above were recorded by the Landlord and transcribed. The transcripts were entered into evidence as Exhibit 10. The transcript consists of the confrontations between the parties and also the third party purchaser agent.
30. The Tenant, Mrs. Coates, repeatedly spoke sharply to me for not allowing her to read the entire transcript into the record. I assured her that I would read the transcript, and I have. What it reveals is that Mrs. Coates spoke to the Landlord and all who attended the home in a hectoring and harassing manner. It was the Tenant who was obstructionist and rude not the Landlord or any of the persons who accompanied her into the home.
31. In addition, I find that the written communications from the Landlord, as an example Exhibit 9, which advised the Tenants that the potential new buyer would assume the existing lease agreement and continue their tenancy to be anything but harassing. It was informative and compassionate. During cross-examination Mrs. Coates admitted that the document which she criticized was in fact not harassing. The same can be said of all the Landlord's communications.
32. Therefore, I find that the Landlord did not harass, obstruct, coerce, threaten or interfere with the Tenant.
33. Having dismissed all of the Tenants' claims in the T1/T2 application, there is no remedy to be awarded.
34. Despite their assertion that the only reason they did not pay their rent was because they did not know where to send it, the Tenants conceded at the hearing that they did not have any money saved to pay the arrears of rent. They asked that I give them some additional time to pay any amounts I found to be owing and I have done so.

It is ordered that:

1. The total amount the Tenants shall pay the Landlord is \$18,342.25. This amount represents:

- \$18,138.25 for rent owing to January 7, 2026 plus
 - \$186.00 for the cost of filing the application.
2. The Tenants shall pay the Landlord the full amount owing by June 1, 2026.
 3. If the Tenants do not pay the Landlord the full amount owing by June 1, 2026, the Tenants will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.
 4. The Landlord the right, at any time after June 1, 2026, to collect the full amount owing or any balance outstanding under this order.

April 16, 2026
Date Issued

Christina Budweth
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.