



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ibeawuchi v Liu, 2026 ONLTB 37239

Date: 2026-05-13

File Number: LTB-T-057185-23

In the matter of: B, 88 HENDON RD
MARKHAM ON L3R0P7

Between: Glory Ibeawuchi Tenant

And

Barry Liu Landlord

Glory Ibeawuchi (the 'Tenant') applied for an order determining that Barry Liu (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.

This application was first before the Board and was heard on November 4, 2024. Only the Tenant attended the hearing. After the hearing and upon further review of the file, I noted that there was no evidence that the Landlord had been served with the Tenant's request to amend the application and the accompanying evidence. I therefore ordered the hearing to be reconvened and required the Tenant to serve the Landlord with the amended application and supporting evidence on or before January 15, 2025 and to file a Certificate of Service indicating that she had done so.

The Tenant filed a Certificate of Service which stated that the Landlord was served with the amended application and evidence on January 13, 2025 by email. The Tenant filed a request to withdraw the application on December 8, 2025. By endorsement dated December 9, 2025, I clarified that the purpose of reconvening the hearing was only to permit the Landlord an opportunity to respond to the amended application if they wished to do so and provided a deadline of December 15, 2025 for the Tenant to confirm based on this information that she still wished to withdraw the application.

The Board did not receive a response and the application was reconvened by videoconference on January 30, 2026.

Only the Tenant attended the hearing.

As of 9:24 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,300.00 for a rent abatement and moving expenses. The Landlord must also pay an administrative fine of \$500.00 to the LTB.
2. The Tenant moved into the rental unit on November 21, 2021, and vacated the unit July 1, 2024 pursuant to an N9 Notice to End the Tenancy with a termination date of July 20, 2024. Rent in the amount of \$600.00 per month was payable on the 20th day of the month. The Tenant stated that the Landlord gave her a tenancy agreement written in Chinese, which she did not understand, and she asked for a lease in English, which the Landlord refused. The Tenant took the lease to be translated.
3. The residential complex consists of two rental units in the basement of a house. The basement tenants share a kitchen and bathroom. The Landlord and his family live on the main floor in a unit with a separate entrance. The door between the basement and main floor does not lock.
4. The Tenant's amended application claims illegal entry, substantial interference, and harassment by the Landlord and seeks the following remedies:
 - 30% rent abatement for the months from July 2023 to July 2024
 - Rent differential of \$14,700.00
 - Moving and storage expenses in the amount of \$300.00
 - An administrative fine
5. The application was filed on July 1, 2023. The Tenant's application includes allegations from early 2022 which were not considered as they fall outside the one-year limitations period imposed by subsection 29(2) of the *Residential Tenancies Act, 2006* (the "Act").

Illegal entry

6. The Tenant's uncontested evidence is that on September 21, 2023 in the evening, the Landlord came into the basement unit with his wife and children while the Tenant was cooking dinner. The Landlord had not served a Notice of Entry at any time before he entered. The Landlord shouted at her that he would evict her because she had not paid the rent and left a handwritten note on the table. After hitting a chair in anger, the Landlord returned upstairs. The note reads:

As of September 21, 2023 you haven't paid me this month's rent. Please move all your belongings, restore the house to its original condition, and hand over the keys to the house within ten days after receiving this notice.

7. She testified that in the past, the Landlord had threatened to throw out her belongings if she did not pay rent or leave.
8. In accordance with section 25 of the Act a, Landlord may enter a rental unit only in accordance with section 26 or 27 of the Act.
9. Section 26 of the Act, states that a Landlord may enter a rental unit at any time without written notice, in cases of emergency or if the tenant consents to the entry at the time of entry. Section 27 of the Act, states 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.
10. The kitchen is a common area that the basement tenants share and have the exclusive right to use. Based on the evidence before me, the Landlord did not knock, was not permitted by the Tenant to enter, and did not provide 24 hours' written notice of his intention to enter. I find that the Landlord illegally entered the rental unit when he came into the kitchen.

Substantial interference and Harassment

July 17, 2023 incident in the kitchen

11. The Tenant testified that on July 17, 2023, her sister was visiting from the United Kingdom for the Tenant's graduation. The Landlord knocked on her door at 11:00 p.m. and yelled at her that she was violating her lease because she had extra people living with her. The Tenant responded that her sister was staying for 10 days, to which the Landlord replied that she was not permitted overnight guests and that she should give him an extra \$150.00 with her rent. She testified that she felt scared and uncomfortable.
12. The Act does not prohibit a Tenant from having guests or occupants. Even if the Landlord maintained that the lease did not permit guests (which the Tenant denies) subsection 3(1) states that the Act applies "despite any other Act and despite any agreement or waiver to the contrary." I find that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or residential complex when he yelled at the Tenant because she had a guest and demanded extra payment.

Tampering with parcel

13. The Tenant testified that on July 22, 2023, the Landlord gave her an Amazon delivery which had already been opened. She stated that the delivery notice said: "package was handed to resident." She believes that the Landlord accepted the package and opened it, although he claimed that "it came that way."
14. I do not find that the Tenant has provided sufficient evidence to establish her claim that the Landlord opened her parcel.

August 23, 2023 incident

15. The Tenant testified that use of wi-fi was an “added bonus” to the lease agreement and she always had access since she move in on November 21, 2021. On August 23, 2023, the Landlord changed the wi-fi password following an incident where he phoned and screamed at the Tenant and accused her of causing a fire while cooking. She stated that there was not a fire, but the Landlord threatened to call police and immigration before he hung up. She stated that she was traumatized and unable to go to work that day.
16. Section 23 of the Act states: “A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.”
17. Harassment is not defined in the Act, but it can be reasonably be defined as a course of action which a reasonable person knows, or ought to know would be unwelcome.
18. Based on the Tenant’s uncontested evidence, the Landlord had a pattern of yelling at the Tenant when he was upset about something, which he ought to know would be most unwelcome to the Tenant. Threatening to call police or immigration because he thought there had been a kitchen fire is an obvious threat which was meant to intimidate the Tenant.
19. I find that the Landlord substantially interfered with the Tenant’s reasonable enjoyment of the rental unit or residential complex and harassed, obstructed, coerced, threatened or interfered with the Tenant by threatening to call police and immigration.
20. I also find on a balance of probabilities it is more likely than not that the Landlord deliberately changed the wi-fi password because he was upset with the Tenant. Based on the Tenant’s uncontested evidence, when the Landlord was upset in the past he had changed the password. While it may have been inconvenient and annoying, I do not find that the one incident claimed on the application rises to the level of *substantial* interference or harassment.

March 12, 2024 incident

21. The Tenant testified that the other basement tenant installed a CCTV camera in the kitchen area, claiming that “people come in when no one’s there.” The Tenant stated that the camera was positioned so that it could see in her room when her door was open. the Tenant’s uncontested evidence is that on March 12, 2024, the Tenant asked the Landlord to point the camera somewhere else. He became angry and swung his tool bag at her while his wife held him back.
22. I have no reason to disbelieve the Tenant’s uncontested testimony that the March 12 incident occurred as she said it did. I find that, on a balance of probabilities, it is more likely than not that the Landlord became angry and swung his tool bag at the Tenant. By doing so, he substantially interfered with the Tenant’s reasonable enjoyment of the rental unit or residential complex and also harassed, obstructed, coerced, threatened or interfered with the Tenant.
23. The Tenant testified that the next day, she did not receive a FedEx parcel that was delivered and the Landlord’s wife later found it in the garage.

24. I also find that, on a balance of probabilities, it is more likely than not that the Landlord accepted the Tenant's package and put it in the garage rather than giving it to her. I say this because there is no evidence that anyone else had access to the garage, and the Tenant testified that when the Landlord was upset, he reacted by doing things such as changing the wi-fi password to retaliate. While this was annoying, I do not find that it rises to the level of *substantial* interference.

Remedies

Abatement of rent

25. The monthly rent is \$600.00. The Tenant seeks a rent abatement in the amount of \$2,160.00 (30% of the monthly rent for 12 months). I am of the view that the Tenant is entitled to a rent abatement of \$1,200.00 for the illegal entry on September 21, 2023 and the four incidents of harassment and substantial interference on July 21, 2023, August 23, 2023, September 21, 2023, and March 12, 2024.
26. In determining the amount of the abatement, I took into account the nature of the Landlord's conduct in entering the common area without proper notice and the effect it had on the Tenant. I have also taken into account that the Tenant, as a woman living alone, felt afraid and uncomfortable when the Landlord entered the common area at night, shouted at her, and hit a chair. I have also considered the incident where the Landlord yelled and swung a tool bag at her because he was upset, with the result that his wife had to restrain him. These physical outbursts would reasonably cause anyone to be fearful.
27. The Landlord's conduct in threatening to call the police or immigration was egregious and designed to intimidate the Tenant, as on the Tenant's uncontested evidence, there was no legal basis for him to do so.

Rent differential

28. Subsection 31(2) of the Act states:

If in an application under any of paragraphs 2 to 6 of subsection 29(1) it is determined that the tenant was induced by the conduct of the landlord, the superintendent or an agent of the landlord to vacate the rental unit, the Board may, in addition to the remedies set out in subsection (1), order that the landlord pay a specified sum to the tenant for,

- a) all or any portion of any increased rent which the tenant has incurred or will incur for a one-year period after the tenant has left the rental unit; and
- b) reasonable out-of-pocket moving, storage and other like expenses which the tenant has incurred or will incur.

29. I find that the Tenant vacated the rental unit because of the Landlord's conduct. The Tenant seeks a rent differential in the amount of \$14,700.00 for the difference in rent between the rental unit and her new unit for 12 months.

30. The Tenant testified that she moved from the rental unit to a one-bedroom condominium apartment in a high-rise building in Hamilton. She lives on her own and pays monthly rent of \$1,750.00. In considering rent differential, the Board must consider whether the rental units are comparable, although they need not be exact. In this case, the Tenant moved from a single room in a basement with shared kitchen and bath to a single apartment in a high-rise. This new rental unit affords the Tenant considerably more space and privacy and possibly further amenities in the building.
31. I find that this rental unit is not at all comparable to the shared space in a basement rental unit and therefore the request for a rent differential is denied.

Moving and storage

32. The Tenant testified that she paid approximately \$300.00 to hire a moving van but did not have any receipts. She remembered paying at least \$100.00 in cash, and I find that this amount is reasonable for rental of a moving van from Markham to Hamilton.

Administrative fine

33. The Board's Guideline 16 suggests that the purpose of a fine is to encourage compliance with the Act and to deter landlords from engaging in similar activities in the future. It states, "this remedy is most appropriate in cases where the landlord has shown a blatant disregard for the Act and other remedies will not provide adequate deterrence and compliance."
34. I am not satisfied that the remedies sought by the Tenant and granted in this order would deter the Landlord sufficiently from engaging in similar actions in the future. The Landlord did not attend either hearing date or file any evidence to counter the Tenant's allegations. His conduct toward the Tenant as described in the application shows that he has little understanding of his obligations under the Act.
35. Due to the seriousness of the Landlord's actions and his total disregard for his obligations under the Act, a fine in the amount of \$500.00 is ordered to discourage any future breaches of the Act.

It is ordered that:

1. The Landlord shall pay to the Landlord and Tenant Board an administrative fine in the amount of \$500.00 on or before May 24, 2026.
2. The total amount the Landlord shall pay the Tenant is \$1,200.00. This amount represents:
 - \$1,200.00 for a rent abatement
 - \$100.00 for moving costs
3. The Landlord shall pay the Tenant the full amount owing by May 24, 2026.

4. If the Landlord does not pay the Tenant the full amount owing by May 24, 2026, the Landlord will owe interest. This will be simple interest calculated from May 25, 2026 at 4.00% annually on the balance outstanding.

May 13, 2026
Date Issued

Margo den Haan
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.

Payment of the fine must be made to the LTB by the deadline set out above. If not paid, the outstanding amount may be sent to a collection agency and/or the party owing the money may not be permitted to file a new application until it is paid in accordance with section 196 the Act.

The fine can only be paid by money order, bank draft or certified cheque payable to the "Minister of Finance". The payment can be mailed or couriered to the LTB at 25 Grosvenor Street, Ground Floor, Toronto, ON M7A 2G6 or dropped off at most Service Ontario locations.