



**Order under Section 31
Residential Tenancies Act, 2006**

File Number: LTB-T-084934-23

In the matter of: 50 LUZON AVE
MARKHAM ON L6B1N6

Between: Yi Huang Tenant

And

Yun shi Song Landlord

Yi Huang (the 'Tenant') applied for an order determining that Yun shi Song (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.

This application was heard by videoconference on December 10, 2025.

Only the Tenant's legal representative, Yun Tao Li and the Tenant attended the hearing.

As of 2:11 p.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. The Tenant's legal representative submitted that the matter had previously been adjourned and that Member Lin noted on the adjournment sheet that the sole issue to be determined was whether the Tenant had been coerced into vacating the rental unit.
2. The Tenant testified that he moved into the rental unit in April 2019 and vacated the unit on or about May 30, 2023.
3. The Tenant testified that, upon moving into the rental unit, he intended to reside there permanently or, at minimum, for a significant period of time, as he considered moving to be burdensome due to the associated costs and effort. The Tenant stated that, at the commencement of the tenancy, the Landlord advised him that the property was intended solely as a rental property and that the Tenant could reside there long term.
4. The Tenant testified that his daughter's school was located close to the rental unit and within a predominantly Chinese community. The Tenant further testified that his wife

worked with Chinese clients in the neighbourhood and that the rental unit was also located close to his son.

5. The Tenant testified that the first time the Landlord informed him of the intention to sell the property was at the beginning of 2023. According to the Tenant, the Landlord advised that the property had to be sold in order to close a transaction relating to another property.
6. The Tenant testified that the Landlord told him he was required to vacate the rental unit so that the Landlord could decorate the property for sale.
7. The Tenant testified that he never received a notice of termination in relation to the sale of the property.
8. The Tenant testified that he received approximately 20 to 30 telephone calls from the Landlord's agent concerning the Tenant vacating the rental unit.
9. The Tenant further testified that his wife agreed to vacate the rental unit and urgently searched for alternate accommodations in an effort to assist the Landlord, who had stated that funds from the sale were required to complete the purchase of another property. The Tenant stated that his wife is trusting in nature and wanted to help the Landlord.
10. The Tenant testified that it took approximately two to three months to secure alternate accommodations. He stated that his wife spent approximately four to five hours per day searching for accommodation options, as she wished to ensure that any new accommodation was suitable with respect to traffic, schools, and the surrounding community. The Tenant further testified that the search for alternate accommodations interfered with his wife's employment, as she was unable to devote sufficient time to her clients.
11. The Tenant testified that, while completing the final cleaning of the rental unit on or around June 1, 2023, a woman attended to look at the property and advised him that the Landlord had the property listed for rent, at a monthly rent of \$3,000.00.
12. The Tenant testified that he consistently paid his rent on time. He further testified that, although the Landlord primarily communicated with his wife, the Landlord never requested an increase in rent from him and that he would have paid more had such a request been made.
13. Based on the evidence before the Board, I am not satisfied that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or coerced the Tenant into vacating the unit.
14. While the Tenant testified that the Landlord advised him in early 2023 that the property was going to be sold and that the Landlord required vacant possession in order to prepare the property for sale, there is insufficient evidence before the Board to establish that the Landlord compelled or forced the Tenant to vacate the rental unit. The Tenant acknowledged that neither he nor his wife were served with a notice of termination and that the Landlord never demanded an increase in rent or otherwise threatened the Tenant with eviction proceedings.

15. The evidence demonstrates that discussions took place between the parties concerning the Landlord's intention to sell the property and the possibility of the Tenant vacating the unit. However, a landlord communicating a desire to sell a property or requesting that a tenant consider vacating the unit does not, in and of itself, constitute substantial interference or coercion within the meaning of the *Residential Tenancies Act, 2006*.
16. I accept the Tenant's evidence that the Landlord's agent contacted the Tenant on multiple occasions regarding vacating the rental unit. However, there was insufficient evidence to establish the nature or tone of the communications and whether they were threatening, harassing, or otherwise improper. The Tenant did not testify that the Landlord or the Landlord's agent threatened eviction, withheld services, entered the unit unlawfully, or engaged in conduct that would reasonably leave the Tenant with no choice but to vacate the rental unit.
17. I also accept that the Tenant and his wife experienced stress and inconvenience associated with searching for alternate accommodations and ultimately relocating from the rental unit. However, the evidence establishes that the Tenant's wife voluntarily undertook the search for another unit because she wished to assist the Landlord, who had indicated that the sale of the property was financially necessary. The Tenant's own evidence was that his wife "wanted to help the Landlord." This evidence supports a finding that the decision to vacate was voluntary, albeit difficult, rather than the result of coercion or substantial interference by the Landlord.
18. The Tenant further testified that, while cleaning the rental unit prior to vacating, a woman attended at the property and advised him that the unit had been listed for rent, at a monthly rent of \$3,000.00. While this evidence may have caused the Tenant concern regarding the Landlord's intentions, in my view, it is insufficient, on its own, to establish that the Landlord substantially interfered with the Tenant's reasonable enjoyment or induced the Tenant to vacate through coercion.
19. Accordingly, on the totality of the evidence before me, I find that the Tenant has not established, on a balance of probabilities, that the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit or coerced the Tenant into vacating the unit. Therefore, the Tenant's application is dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 26, 2026
Date Issued

Christina Philp
Member, Landlord and Tenant Board

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