



Order under Section 69 Residential Tenancies Act, 2006

Citation: Zhang v Inc., 2026 ONLTB 43019

Date: 2026-06-04

File Number: LTB-L-099448-25

In the matter of: 35 Bearwood Dr
Etobicoke ON M9A4G5

Between: Xuesong Zhang Landlord

And

Owners Management Group Inc. Tenant

Xuesong Zhang (the 'Landlord') applied for an order to terminate the tenancy and evict Owners Management Group Inc. (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on May 21, 2026.

Only the Landlord's representative Hoi Fai Alvin Chan attended the hearing.

As of 9:40 a.m., the Tenant 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 Landlord's evidence.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds of the application, and a conditional order is imposed as described below.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The parties reached an agreement in this matter through mediation on February 26, 2026. On March 12, 2026 the Landlord filed a request to re-open the application based on the Tenant allegedly breaching a term of the mediated agreement.

4. At the hearing on May 21, 2026 the Landlord's representative stated that the Tenant breached clause 2 of the mediated agreement by not providing the Landlord with unobstructed access to the rental unit in order to conduct flood-related repairs, after a visit on March 2, 2026. Based on the uncontested evidence of the Landlord, I am persuaded that the Tenant breached clause 2. Therefore, the merits of the original N5 notice can be heard.
5. N5 Notice of Termination - Substantial interference
6. On November 13, 2025, the Landlord gave the Tenant an N5 notice of termination deemed served on the same day. The notice of termination contains the following allegations:
 - (a) The City of Toronto ordered the Landlord to bring the property/rental unit into compliance by conducting flood-related repairs.
 - (b) That on numerous occasions including October 27, 2025, October 31, 2025, November 3, 2025, and November 11, 2025 the Landlord attempted to communicate with the Tenant and arrange for the Tenant's belongings to be cleared from the work area and that the Tenant refused to comply with the Landlord's requests.
7. Based on the testimony of the Landlord's representative and evidence submitted in the form of written correspondence to the Tenant, I find that the Tenant did not correct the omission within seven days after receiving the N5 notice of termination. The Tenant did not remove furniture from the work area or communicate with the Landlord about when full access would be provided. Therefore, the Tenant did not void the N5 notice of termination in accordance with s.64(3) of the *Residential Tenancies Act, 2006* (Act).

Relief from eviction

8. The Landlord's representative was not aware of any circumstances which would warrant a delay or denial of an eviction, however the representative asked that a conditional order be imposed on the Tenant which requires them to provide access for repairs. The Tenant was not present to request relief.
9. The representative stated that the Landlord requires immediate access to the rental unit in order to remediate mold and flooding damage, otherwise the City of Toronto may prosecute the Landlord. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Act and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.
10. The Landlord is also permitted to contact the Tenant at the email address of theirs which was outlined in paragraph 3 of the mediated agreement dated February 26, 2026.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below:

- (a) By no later than June 15, 2026 the Tenant shall ensure that the portions of the rental unit which require flood related repairs to be conducted, as outlined by the Landlord's City of Toronto work order are accessible to the Landlord and their agents, and are free of obstructions.
 - (b) The Landlord will provide the Tenant with a schedule of any additional entries required to complete the repairs or other work mandated under the City of Toronto work order. The Landlord will ensure that a minimum of 24 hours' written notice is provided for each scheduled entry, and the Tenant shall allow access and not interfere with, obstruct, or delay any of the required work.
- 2. If the Tenant fails to comply with the conditions set out in paragraph 1 of this order, the Landlord may apply under section 78 of the Act for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
 - 3. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
 - 4. If the Tenant does not pay the Landlord the full amount owing on or before June 15, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 16, 2026 at 4.00% annually on the balance outstanding.

June 4, 2026
Date Issued

Madeline Ntoukas
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.