



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-104401-24

In the matter of: BASEMENT, 68 CARL CRES
TORONTO ON M1W3R2

Between: Peng Zhang
Yi Qin Tenant

And

Magdy Hanna Landlord
Mary Shehata

Peng Zhang and Yi Qin (the 'Tenant') applied for an order determining that Magdy Hanna and Mary Shehata (the 'Landlord') collected or retained money illegally (T1 Application).

The Tenant also applied for an order determining that the Landlord interfered with the Tenant's rights (T2 Application) and failed to maintain the rental unit (T6 Application).

This application was heard by videoconference on May 14, 2026.

The Landlords, Landlords' legal representative Tim O'Brien, the Tenant Peng Zhang, and Tenants' legal representative Jie Situ attended the hearing. The Tenant was assisted by an interpreter David Wei.

Agreed Facts:

1. The parties agree on the following facts:
 - The Tenant paid the Landlord a total of \$21,350.00 in rent which consists of \$2,350.00 for first month's rent, \$2,350.00 for last month's rent, \$14,100.00 pre-payment for December 2024 through May 2025 rent. \$2,350.00 for August 2024 rent, and \$200.00 for a key deposit;
 - The Landlord returned \$6,950.00 to the Tenant for unused rent;
 - The tenancy agreement indicates the term of the tenancy began July 1, 2024 and ended June 30, 2025;
 - The Tenant mailed the keys to the Landlord on August 26, 2024 and the Landlord received them on August 28, 2024; and

- The Landlord lived in the upstairs portion of the house, the Tenant rented the basement of the house, and the parties shared a laundry room which was located on the main floor.

Determinations:

2. The Tenant filed T1, T2, and T6 applications seeking:
 - an order that the tenancy is terminated on August 31, 2024, and therefore a return of any rent after this date; and
 - moving costs, general compensation, as well as an administrative fine as they allege the Landlord interfered with their reasonable enjoyment and failed to maintain the residential complex.

Testimony of Peng Zhang

3. The Tenant testified that on June 14, 2024, they paid \$4,700.00 to the Landlord, representing first and last month's rent. On June 27, 2024, the Tenant paid an additional \$14,100.00, corresponding to six months' rent for the period December 2024 through May 2025. The Tenant explained that these advance payments were required by the Landlord due to the Tenant being a newcomer to Canada with no credit history.
4. The Tenant moved into the rental unit on or about July 28, 2024, although they acknowledged that the tenancy formally began on July 1, 2024. The Tenant vacated the unit on August 6 or 7, 2024, and mailed the keys to the Landlord on August 26, 2024.
5. On July 28, 2024, the Tenant discovered that several door locks were broken and immediately notified the Landlord. The Landlord responded that the area was a safe community and that locking the doors was unnecessary.
6. On the same day, the Tenant observed that his personal belongings within the rental unit had been moved, including underwear and items stored in a nightstand. On August 2, 2024, the Tenant installed a camera in the basement hallway.
7. On August 3 and 4, 2024, the Landlord entered the basement without providing notice to the Tenant. Video evidence showing the Landlord descending the stairs into the basement was submitted. The Tenant testified that upon discovering these entries, they felt shocked and fearful. As newcomers to Canada, they were afraid to contact the police and instead he remained awake at night to ensure the safety of his family.
8. The Tenant also raised concerns regarding clutter within the residential complex. Specifically, the corridor in the laundry room leading to the basement was obstructed by various items. Additionally, objects such as carpet and milk crates were stored along the side of the house, partially blocking the laneway. The Tenant notified the Landlord of these issues on July 29, 2024.
9. Due to the foregoing issues, with an emphasis on safety concerns, the Tenant's realtor notified the Landlord by email on August 11, 2024, that the Tenant would be vacating the

unit. The Tenant incurred \$200.00 in moving expenses, providing a receipt that was entered into evidence.

10. On August 27, 2024, the Landlord's paralegal responded to the Tenant in writing advising that the tenancy would be terminated upon receipt of the keys. The letter also requested payment of an additional 60 days' rent pursuant to the *Residential Tenancies Act* (the Act) as a result of the lack of notice.
11. During cross-examination, the Tenant was asked who informed them of the requirement to prepay rent. The Tenant confirmed that during a video call the Landlord advised that advance rent payment was necessary due to the Tenant's lack of credit history.
12. The Tenant was also questioned regarding their relationship with the Landlord. They confirmed that the Landlord attended the rental unit for dinner on July 31 or August 1, 2024, and that they had shared tea together on several other occasions during the tenancy.
13. Finally, the Tenant confirmed that they informed the Landlord on August 3, 2024, that they would be out of town. They also acknowledged that on the day prior they had asked the Landlord to remove some leftover furniture from the rental unit.
14. The Tenant seeks a finding that the tenancy was terminated on August 31, 2024 and seeks return of any rent paid after August 31, 2024. Furthermore, the Tenant seeks a rent abatement of \$1,236.20 for the 16 days that they resided in the rental unit from July 27 to August 11, 2024. Finally, the Tenant seeks \$200.00 for moving expenses and \$4,000.00 in general compensation.

Testimony of Magdy Hanna

15. The Landlord confirmed in his testimony that the house contains two separate units. He resides in the upper unit, while the Tenant occupied the basement unit.
16. The Landlord emphasized throughout his testimony that, prior to signing the lease, the Tenant had a realtor inspect the rental unit and no concerns were raised regarding its condition. He further stated that it was the Tenant's realtor who recommended that the Tenant prepay rent in order to secure the tenancy.
17. The Landlord testified that he never received any complaints from the Tenant regarding the locks. He added that, in any event, the rental unit had a deadbolt that the Tenant could use if necessary.
18. The Landlord acknowledged that he entered the rental unit on three different occasions on August 3 and 4, 2024. With respect to the first entry, he explained that the Tenant was out of town and had left the door open. Upon noticing the door wide open, he went into the rental unit to ensure that no one had entered. Regarding the other entries, the Landlord stated that the Tenant had requested that certain furniture be removed from the rental unit and had provided permission to enter at any time for that purpose. He therefore used his key to access the unit to locate and remove the furniture however the bedrooms were locked. The Landlord emphasized that he did not touch any of the Tenant's personal belongings during these entries.

19. After the Tenant vacated the unit, the Landlord did not list the property on MLS but instead notified members of his local community that the rental unit was available for rent.
20. The Landlord's position is that the tenancy should terminate on December 31, 2024.

Analysis

21. The Tenant's position is that the tenancy should be terminated on August 31, 2024 as they vacated due to unsafe conditions. The Tenant based their position on two main safety concerns: the lack of functioning locks on the rental unit door as well as the Landlord's entry into the rental unit on August 3 and 4, 2024.
22. On a balance of probabilities, I find that the Landlord did not substantially interfere with the Tenant's reasonable enjoyment of the rental unit nor did they fail to properly maintain the rental unit.
23. Regarding the issue with the locks, I find that the locks were functional and fit their purpose. The video evidence shows that the Tenant had to put effort into forcing the lock open in order to get in the rental unit. This is not a case where the lock was completely inoperable. I am not convinced, on a balance of probabilities, that the lock was in such bad condition that it amounts to a failure of the Landlord to maintain the rental unit.
24. In *Onyskiw v. CJM Property Management*, [2016 ONCA 477](#) (CanLII), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances. In addition, as the Tenant only informed the Landlord on July 24, 2024, and vacated the rental unit approximately two weeks later, there was insufficient time for the Landlord to even attempt to improve the locking system.
25. Regarding the items on the side of the outside laneway and inside the corridor near the laundry room, I cannot find that resulted in a Landlord failing to maintain the rental unit. While considering *Onyskiw*, the Tenant informed the Landlord about the issues on July 29, 2024. The Tenant subsequently vacated the rental unit about one week later. I cannot find that this is a considerable time to consider whether the Landlord was able to rectify the issue and remove items that may have been blocking the laneway and corridor.
26. Finally, I do not find that the Landlord entering the rental unit interfered with the Tenant's reasonable enjoyment of the rental unit. The evidence before the Board was that the Landlord first entered under an emergency due to the door being left open. I found the Landlord's evidence on the issue credible and logical. The Landlord was simply checking to see if anyone had entered the rental unit to ensure the safety of everyone at the residential complex. Additionally, for the subsequent entries, the Tenant asked the Landlord to move furniture while he was away therefore it is reasonable to assume the Landlord would have entered the rental unit to remove said furniture.
27. Based on the above findings, there shall be no award for any damages being sought associated with the conduct of the Landlord. Furthermore, as a result of the finding that the Landlord did not interfere with Tenant's reasonable enjoyment of the rental unit and did not

failure to maintain the rental unit, I cannot find that the Tenant was forced to vacate the rental unit prior to the end of the rental term. No moving costs shall be awarded.

28. The Board must consider the Tenant's lack of notice when vacating as to when the tenancy should be terminated and whether any amount is owing to the Tenant by the Landlord. Section 47 of the Act states:

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

29. Section 44(3) of the Act states:

44(3) A notice under section 47, 58 or 144 to terminate a yearly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a yearly period on which the tenancy is based

30. It is undisputed that the Tenant did not provide 60 days' notice prior to vacating the rental unit as required by the Act.

31. Section 88(1) of the Act states:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

1. If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

2. If the tenant abandoned or vacated the rental unit without giving any notice, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit, given notice of termination in accordance with section 47, 96 or 145, as the case may be

32. Section 88(4) of the Act states:

88(4) In determining the amount of arrears of rent owing under subsections (1), (2) and (3), consideration shall be given to whether or not the landlord has taken reasonable steps to minimize losses in accordance with section 16.

33. While the Tenant did not provide proper notice in accordance with the Act, the Landlord must attempt to mitigate losses. On August 27, 2024, the Landlord (through their paralegal) informed the Tenant that they would deem the tenancy as ended when the keys were received, while also seeking two additional months of rent pursuant to the Act. This letter does not excuse the Landlord from minimizing their losses in trying to secure a new tenant for the rental unit. The Landlord, who is a realtor, admitted that he did not list the rental unit on MLS, instead he informed his local community of the rental unit's availability.

34. I am not satisfied that the Landlord's efforts to get a new tenant in the rental unit were satisfactory in the circumstances. The Landlord's only attempt to re-rent the unit was not expanded on at the hearing, rather mentioned in passing that he "spread the word locally". It is unclear what the Landlord actually did in order to minimize losses. The Landlord ought to have taken best efforts to re-rent the unit in order to satisfy the requirement of mitigation, however it does not appear he did so in the circumstances.
35. As I have found that the Landlord did not minimize losses pursuant to section 88(4) and 16 of the Act, I find that the Tenant's liability for rent ended on August 31, 2024.
36. The Tenant is entitled to the rent that was overpaid during the tenancy. The Tenant had possession of the rental unit from July 1, 2024 to August 28, 2024. The Tenant sought the tenancy to be terminated on August 31, 2024. The Tenant paid a total of \$21,150.00 towards rent, or the equivalent of nine months of rent. The total amount of rent owed by the Tenant to the Landlord for July and August 2024 is \$4,700.00. The Landlord has already refunded the \$6,950.00.
37. The Landlord shall pay the Tenant \$9,500.00, which is the remaining amount of rent they collected and have failed to return.

It is ordered that:

1. The tenancy between the Landlord and Tenant is terminated on August 31 2024.
2. The total amount the Landlord shall pay the Tenant is \$9,548.00. This amount represents:
 - \$9,500.00 for excess rent collected and
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by June 12, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by June 12, 2026, the Landlord will owe interest. This will be simple interest calculated from June 13, 2026 at 4.00% annually on the balance outstanding.

June 1, 2026
Date Issued

Brett Lockwood
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.