



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-075699-24

In the matter of: 284 PURPLE SAGE CRES
KITCHENER ON N2E4G6

Between: Mitzy Hylton Tenant
Justin Novak

And

Bujiang Xu Landlord
Yu Li

Mitzy Hylton and Justin Novak (the 'Tenant') applied for an order determining that Bujiang Xu and Yu Li (the 'Landlord') harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on November 25, 2025 and May 11, 2026.

The Landlords, the Landlords' representative Ling Xi and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the total amount the Landlords shall pay the Tenants is \$5,993.46
2. The Tenants' T2 Application alleges the Landlords harassed, obstructed, coerced, threatened or interfered with the Tenants and thereby induced the Tenants to vacate the rental unit.
3. According to the Tenant Mitzy Hylton (MH), a meeting was scheduled with the Landlords in February 2024. The Tenants had resided at the rental unit long-term (8 years) and at the time of meeting, the parties were on good terms. In the discussion that followed, MH testified the Tenants were advised by the Landlords that they were under "financial distress" and consequently, "had to list the property for sale". According to MH, the Landlords indicated they had children attending university and the associated tuition cost was "out of their budget". As such, the Landlords sought to sell the property as soon as possible. Overall, MH stated the Landlords sounded "desperate" and urgently needed to sell the property. In an effort to assist, the Tenants subsequently vacated the rental unit in accordance with a Form N11 and an agreement to terminate the tenancy (the "Agreement"), which included a

waiver of rent for April 1, 2024 (which the Agreement noted was being given due to a deck/shed built by the Tenants).

4. Soon thereafter, the Tenants discovered that the Landlords sought to re-lease the rental unit for nearly double the Tenants' rent. Upon further investigation, the Tenants assert the Landlords misrepresented their financial situation for the purpose of "playing on our empathies" and simply, inducing them to vacate.
5. The Landlord YL denied making representations of having "financial problems" during the February 2024 initial meeting, stating he merely advised the Tenants that they were going through a "difficult time". At the hearing, YL elaborated the Landlords sought to sell the rental unit so as to purchase a condominium in Toronto for a family member who had health issues. YL stated that when the Tenants vacated the rental unit on June 1, 2024, the rental unit had dropped in market value by approximately \$50,000.00 since the initial February 2024 meeting. While not a requirement to produce, no documentation was produced in respect of the purported market change. When the housing market did not change after a few weeks of regaining possession, YL advised the decision was made to clean-up and re-lease the rental unit. Although the property was never sold, YL confirmed he was still able to assist his family member in purchasing a home.
6. The onus to prove the allegations in the application rest with the Tenants.
7. Here, it is clear the Tenants vacated the rental unit at the Landlords' request. I also find that the Tenants vacated the rental unit because of the Landlords' representations of being in "financial distress". While the Landlords denied making such representations, the Landlord YL admitted advising the Tenants they were going through a "difficult time" which – in the absence of further particulars - could reasonably be construed as constituting financial problems. Moreover, the Landlords' real estate agent's email correspondence to the Tenants in early March 2024 further supports the Tenants' version of events, noting: "Understanding Buijiang and Larry's financial situation, they were wondering if you guys could accommodate us to list the property before June 1..."[emphasis added].
8. Significantly, there was also no mention of any change in plans to the Tenants in the lead up to the June 1, 2024 termination date. Given the short period of time between the Tenants' departure from the rental unit (May 31, 2024) and the time the property was re-listed for rent (late June-July 2024), I find it unlikely the Landlords experienced a change in circumstances as purported. In the circumstances, I find the Landlords unduly pressured and interfered with the Tenants' housing situation. I also find the Landlords' actions rose to the level of constituting a breach under the *Residential Tenancies Act*, 2006 (the "Act"), namely that they "*harassed, obstructed, coerced, threatened or interfered with the Tenants*".

Remedies

9. The Tenant MH testified the relocation came at an inconvenient time, resulting in them leaving their neighbourhood friends and the inconvenience of their child changing schools. MH also noted the relocation impacted the Tenants financially as a result of moving/storage costs and increased rent.

10. The Tenants claim out-of-pocket expenses in the amount of \$5,400.00 because of the Landlords' actions, consisting of utility/hydro deposits in the total amount of \$350.00; cleaning costs of the new house in the amount of \$700.00; as well as \$4000.00 for painting the new house. The Tenants' out-of-pocket expenses are denied, as the deposits used to set up the utility/hydro accounts will presumably be refunded to the Tenants at a later date. Moreover, insufficient evidence was given in respect of the cleaning/painting costs of the new location. In this regard, the Tenants did not produce pictures or other documentary evidence in support and I find such costs would only remotely relate to the Landlords' breach.
11. The Tenants also claim moving and storage expenses in the amount of \$2,345.46, consisting of portable storage pods in the amount \$545.46; labour costs for movers in the amount of \$600.00; and, 4 days of missed work for the Tenant Justin Novak in the amount of \$1200.00. The Tenants produced pickup/storage invoices in the total amount of \$555.55 (\$342.79 + \$89.60 + 123.17) and thus, I find it appropriate to grant the requested amount of \$545.46. The balance of the Tenants' moving and storage expenses are denied as the Tenants offered essentially no particulars or supporting documentation for the amount claimed.
12. The Tenants' application also seeks a rent differential of \$10,800.00, consisting of increased rent paid over the 12-month period after the Tenants vacated the rental unit. While no lease agreement for the new residence was provided, the Tenant MH testified that both residences were comparable in nature, consisting of 3 bedrooms, 2.5 bathrooms and approximately 1600 square feet. The Tenants paid approximately \$1550/month in rent at the rental unit and MH, whom I found credible, testified the Tenants paid \$2500/month in rent at the new residence. The Tenants' new accommodations were thus an additional \$900/month (approx.) and based upon the description of the new rental unit, I am satisfied the residences are comparable.
13. The Tenants, however, have a duty to take reasonable steps to minimize their losses under [Section 16](#) of the [Act](#). While MH noted that moving was a "nightmare" with school-age children, relatively sparse details were provided of the Tenants' housing search. In this regard, I note that notwithstanding the representations made by the Landlords, the tone of the parties' communications leading up to the signing of the Agreement was quite amicable. While it appears the Landlords' agent proposed the agreed upon termination date of June 1, 2024, the evidence did not establish that the Tenants sought additional time to locate more affordable housing - either at the time of signing the Agreement, or thereafter. In the circumstances, I do not find that the Landlords should be responsible for the entire rent differential. More appropriately, I find a 50% rental differential is more reasonable and thus, \$5,400.00 shall be awarded to the Tenants.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$5,993.46. This amount represents:
 - \$5,400.00 for increased rent the Tenants has incurred for a one year period
 - \$545.46 for part of the moving, storage or other like expenses that the Tenants have incurred.

- \$48 for the application filing fee
2. The Landlords shall pay the Tenants the full amount owing by June 16, 2026.
 3. If the Landlords do not pay the Tenants the full amount owing by June 17, 2026, the Landlords will owe interest. This will be simple interest calculated from June 17, 2026 at 4.00% annually on the balance outstanding.

June 5, 2026
Date Issued

Peter Nicholson
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.