



Order under Section 69 / 88.2 / 89 Residential Tenancies Act, 2006

Citation: Wu v Chen, 2026 ONLTB 47260

Date: 2026-06-17

File Number: LTB-L-073165-25

In the matter of: 338 STEELES AVE E
THORNHILL ON L3T1A8

Between: Alan Wei Wu Landlord

And

Dapeng (Fengli)Chen Tenants
Li Feng

Alan Wei Wu (the 'Landlord') applied for an order to terminate the tenancy and evict Dapeng (Fengli) Chen and Li Feng (the 'Tenants') because:

- the Tenants, another occupant of the rental unit or a person the Tenants permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex;
- the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex used the rental unit or the residential complex in a manner that is inconsistent with use as a residential premises and that has caused or can be expected to cause significant damage.

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

The Landlord also claimed charges related to NSF cheques.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

The Landlord also applied for an order requiring the Tenants to pay the Landlord's reasonable out-of-pocket costs the Landlord has incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex.

This application was heard by videoconference on May 19, 2026 at 9:32 a.m.

The Landlord Alan Wei Wu, the Tenants Fengli Chen, Li Feng and the Tenant's representative Snow Wang, licensed paralegal attended the hearing. Lillian also attended the hearing to provide mandarin language interpretation.

When the capitalized word "Tenant" is used in this order, it refers to all persons identified as a Tenant at the top of the order.

Determinations:

1. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy based on inconsistent use, or the claims for compensation in the application. Therefore, these portions of the application are dismissed. However, I find that the Landlord has proven on a balance of probabilities, the Tenant seriously impaired the safety of other tenants in the residential complex. In this case, I find a conditional order is the appropriate remedy. My reasons are below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

N7 Notice of Termination

3. On August 15, 2025, the Landlord gave the Tenant an N7 notice of termination. The notice of termination contains the following allegations:
 - On August 15, 2025, the Tenant placed an Air Tag in the Landlord's truck after making a death threat.
 - On June 13, 2025, the Tenant converted the rental unit into 11 bedrooms and allowed approximately 16 occupants to live in the rental unit, which is inconsistent with its use as a residential premises and also poses significant fire, safety and structural risks.

Inconsistent Use

4. The Landlord submitted the Tenant was operating the rental unit as lodging home and/or subletting the unit to others, and this was inconsistent with the unit's intended use. The Landlord testified he attended the residential complex in June 2025 and observed up to 14 individuals living in the rental unit. Entered into evidence was an undated Facebook advertisement, bearing the Tenant's name, that the Landlord claimed the Tenant used to find new roomers and lodgers.
5. The Landlord further testified that the City of Markham has identified the unit as violating local bylaws. Entered into evidence was correspondence between the Landlord and City of Markham staff as well as a Zoning Notice from the City of Markham, dated August 21, 2025 ordering the Landlord to cease operating the property as a lodging home. The Landlord claimed this further supports the claim that the Tenant is using the rental unit in a manner that is inconsistent with use as a residential premises.

6. The Tenant denied the Landlord's claim the Tenant is using the rental unit in a manner that is inconsistent with use as a residential premises. The Tenant, Mr. Fengli Chen ("FC") testified the unit remains residential and the lease permits the Tenant to sublet the unit. Entered into evidence was a signed copy of the Agreement to Lease, dated April 22, 2025 which in Schedule A states the Tenant may sublet the unit.

Analysis

7. Section 63(1)(b) of the *Residential Tenancies Act, 2006* ('the Act') reads as follows:

Despite section 62, a landlord may give a tenant notice of termination of the tenancy... if the tenant

(b) uses the rental unit or the residential complex in a manner that is inconsistent with use as residential premises and that causes or can reasonably be expected to cause damage that is significantly greater than the damage that is required in order to give a notice of termination under clause (a) or subsection 62 (1).

8. After reviewing all of the evidence, I find the Landlord failed to prove their case on a balance of probabilities. Specifically, it is well established that allegations that a property was sublet or used as a rooming house are not appropriate grounds for a N7 Notice, as these allegations are more appropriately dealt with by other sections of *the Act*. The existing jurisprudence does not support the assertion that such conduct is sufficiently serious to warrant a N7 Notice.
9. Also, the phrase 'inconsistent with residential use' as contemplated under section 63(1)(b) of *the Act* generally requires a material departure from residential use, such as conversion to commercial or industrial use or conduct that changes the very nature of the premises. In this case, subletting or breaching a municipal zoning bylaw, absent particulars of non-residential activity, do not meet this threshold.
10. As such, this portion of the Landlord's application are dismissed.

Serious Impairment of Safety

11. The Landlord has proven, in part, that the Tenant or another occupant of the rental unit or a person permitted in the residential complex by the Tenant has seriously impaired the safety of others in the rental unit. Below are my reasons.

Fire Safety Issue

Landlord's evidence

12. The Landlord alleges the Tenant is seriously impairing the safety of another person within the meaning of section 66 of *the Act*, because the Tenant's practice of subletting or permitting other occupants in the rental unit is in violation of the Fire Code, thus creates a serious fire hazard.

13. The Landlord relies on a fire inspection order issued by Inspector Solanki of Markham Fire and Emergency Services dated November 18, 2025, pursuant to section 21 of the Fire Protection and Prevention Act, 1997. The order expressly states that the measures within the order were necessary to ensure fire safety at the rental unit. The order further indicates that the house contains 11 sleeping rooms occupied by 14 individuals across 3 levels of the dwelling. The inspector found that the occupants were not using the rental unit as originally designed and that the required fire safety measures had not been implemented to provide adequate fire separation, fire detection, means of egress, and fire suppression for the safety of the occupants.

Tenant's evidence

14. The Tenant's representative submitted that the Landlord failed to meet the burden of proving the Tenant's actions amounted to a serious impairment of safety, and this issue, should it rise to the level of serious impairment of safety, has since been mitigated. Therefore, since there are limited risks, the Board ought to deny the eviction.
15. The Tenant, FC, denied the unit was a serious impairment of safety, instead testified that subletting was permitted in the tenancy agreement, and he has already taken steps, such as installing fire detectors to mitigate any potential safety risks. The Tenant further testified that he spoke with the fire inspector, and the fire inspector told him that the number of occupants is not the concern.

Analysis

16. With respect to the serious impairment of safety, Section 66(1) of *the Act* states:

A landlord may give a tenant a notice of termination if,

1. an act or omission of the tenant an occupant or a person permitted in the residential complex seriously impairs or impaired the safety of another person; and,
 2. the act or omission complained of occurs in the residential complex.
17. In order to be successful on this ground, the Landlord must establish that the effect of the actions of the Tenant threatens the wellbeing or physical integrity of another person to such a degree that termination of the tenancy is reasonable in order to ensure the safety of others. In other words, the question to be answered is whether the actions of the tenant put someone at serious risk of physical harm. Not every risk of physical harm to another person will meet the test, as the impairment of safety must be serious.
18. In the case before me, while there was no actual injury sustained by anyone, there was however an elevated risk for a harm to occur based on the conditions of the unit. I am satisfied that the Landlord has met the burden of proof on a balance of probabilities to establish that the conditions in the Tenant's unit caused a serious impairment of safety. While not every safety concern will rise to the level of a serious impairment of safety under

the Act, the evidence in this case established more than a technical or administrative violation of the Fire Code.

19. The fire inspection order identifies specific deficiencies affecting fundamental fire safety protections within the unit. In particular, the order states that the property was being used to house a large number of occupants without the fire separation, fire detection, means of egress, and suppression measures required for that use. These deficiencies relate directly to the ability of occupants to detect, escape and potentially even survive a fire emergency.
20. I place significant weight on the findings within the fire inspection order submitted by the Landlord. The order was issued by a fire inspector acting pursuant to his statutory authority and specifically concludes that measures were necessary to ensure fire safety at the unit. The inspector further determined that the existing occupancy arrangement could not continue unless the property was either restored to its original use as a single-family dwelling or modified and approved for the changed use through the appropriate local permitting process.
21. I place no weight on the Tenant's submission that the individuals who are currently occupying the dwelling are related and therefore constitute a 'single family'; no documentary evidence was led by the Tenant to support this assertion, and even if it was true, the core issue is not the relationship between the individuals, it is the quantity of people and their arrangement in the rental unit being not in compliance with the Fire Code. I also place limited weight on the Tenant's testimony regarding what the fire inspector may or may not have communicated to him as it is hearsay, and uncorroborated.
22. I also considered in *Furr v. Courtland Mews Cooperative Housing Inc.*, 2020 ONSC 1175, ("Furr") where the Court finds at paragraph 17, in part:

[17] ...In 2276761 Ontario Inc. v. Overall, (2018) ONSC 3264, the Divisional Court made it clear that serious impairment of safety includes both actual impairment and a real risk of impairment. In other cases, the Board has held that it is not necessary that anyone has actually been hurt or injured and that a serious impairment of safety may include:

 - i. the potential for an outcome that has the risk of a substantial negative effect on a person's well-being; and
 - ii. a foreseeable act or omission that could result in or may result in a serious impairment to safety.
23. Although the Landlord did not call the fire inspector as a witness, I find that the contents of the order are sufficiently detailed to establish the nature of the safety concerns identified during the inspection on August 14, 2025.
24. For these reasons, considering the context of *Furr*, I find the Tenant's actions present a real risk of impairment; and seriously impair the safety of others in the residential complex by being in violation of the Fire Code, whereas the property was being occupied by a substantially greater number of individuals than contemplated by its original design with

the proper fire safety measures necessary to protect those occupants. Accordingly, the ground has been established.

25. For the purpose of this order, it is also not before me to make a determination on the nature of the relationship between the Tenant and the other individuals in the rental unit - I make no finding on whether the unit is being sublet as suggested, or whether there is another type of living arrangement between the Tenant and other occupants. I only find that the additional individuals are present in the unit because the Tenant has permitted them to be there. Therefore, it follows that the Tenant is responsible for seriously impairing the safety of others.

Threats and Air Tag Issue

26. In the remaining issue before me, the Landlord led no evidence with respect to their allegation that on August 15, 2025 the Tenant placed an Air Tag in the Landlord's truck after making a death threat but for a reference to police case number 25-275474.
27. The Tenant denied the Landlord's claims and asserted that the Landlord filed a complaint with the police as a means to expedite the hearing before the Board. The Tenant testified that the police file had been closed.
28. The onus is on the Landlord to prove their claim, and I find that the Landlord led insufficient evidence to do so. For this reason, this portion of the Landlord's application is dismissed.

Damages and Compensation for Unpaid Utilities

29. The Landlord also sought compensation for the damage to the rental unit, pursuant to subsection 89(1) of *the Act*.
30. The Landlord testified that the Tenant, by modifying the rental unit to accommodate additional occupants damaged the doors, walls, floors and paint.
31. The Landlord further claimed that the Tenant owed the Landlord \$2,577.14 for unpaid Alectra utility bill from May 1, 2025 to July 31, 2025. The Landlord testified that the Tenant failed to take appropriate steps to change the utilities into the Tenant's name at the beginning of the tenancy.
32. The Tenant denied the Landlord's claims regarding damages and testified there was no damage. Entered into evidence were a series of photographs taken by the Tenant dated on or about December 2, 2025 showing the dining room, kitchen and hallways to support the Tenant's testimony.
33. The Tenant also denied being responsible for unpaid utilities. The Tenant testified the utility bill in question was in the Landlord's name and despite taking steps attempting to change the bill to his name, he testified the Landlord was unresponsive to requests for the Landlord to authorize the change, entering into evidence correspondence between the parties dated April 29, 2025. The Tenant further testified that as a result of the Landlord's lack of cooperation, the electricity was disconnected. Entered into evidence was a

photograph taken by the Tenant on July 30, 2025 showing a notice of disconnection tag from Alectra on the electricity meter to corroborate the Tenant's testimony.

Analysis

34. The Landlord led no documentary evidence of any damages to support their testimony regarding the damages to the rental unit, or the utilities. Specifically with respect to the utilities, the Landlord failed to submit a copy of the alleged utility bills that the Landlord claimed the Tenant did not pay or was responsible for. The only documentary evidence regarding the physical condition of the unit was provided by the Tenant. The onus is on the Landlord to prove their claim, and I find that the Landlord led insufficient evidence to do so, and, in my view, this substantiating evidence was easily available to the Landlord and yet none of it was presented.

Relief from eviction

35. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (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*.

36. I am satisfied that the conduct at issue is specific and capable of being remedied. The breach arises from the Tenant permitting excess individual occupants in the unit, in a manner which is in contravention of the Fire Code, a situation which can be resolved by reducing the number of occupants, or making the required changes to the rental unit, as specified in the fire inspection order dated November 18, 2025.

37. The Tenant's representative submitted that the risk of any future incident occurring is low, and steps have already been taken to address any safety risks. The Tenant entered into evidence photographs of smoke detectors as well as correspondence between the Tenant and the City of Markham Fire and Emergency Services Department showing that some steps have already been taken to address the fire safety issues. The Tenant further testified that there are fewer people living in the rental unit as of the date of the hearing, compared to the date of the inspection. The Tenant's representative further submitted that a number of the occupants are low income as well as newcomers and that evicting the Tenant would result in leaving some of the occupants in a precarious housing situation.

38. There is insufficient evidence before me to conclude that the circumstances give rise to such an immediate or irreparable risk of harm as to justify termination of the tenancy at this time, including no physical injuries to any individuals who occupy the rental unit.

39. In these circumstances, I find that it is appropriate to grant the Tenant an opportunity to preserve the tenancy by complying with clear conditions. Accordingly, I will issue a conditional order requiring the Tenant to comply with the conditions in the fire inspection order dated November 18, 2025. If the Tenant complies with these conditions within the specified time, the tenancy shall continue. However, failure to comply may result in the termination of the tenancy without further notice.

40. The Landlord also incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
41. While the Landlord also alleged the Landlord incurred NSF charges, as a result of 1 cheque given by or on behalf of the Tenant which was returned NSF, the Landlord led no evidence to support this claim; therefore, the claim for compensation for NSF fees is dismissed.

It is ordered that:

1. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
2. The Tenant shall comply with the City of Markham's fire inspection order dated November 18, 2025, by August 31, 2026.
3. If the Tenant fails to comply with the conditions set out in paragraph 2 above, then, within 30 days of the breach, the Landlords may apply under section 78 of the *Residential Tenancies Act, 2006* (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 set out in paragraph 2 of this order.
4. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application by June 28, 2026.
5. If the Tenant does not pay the Landlord the full amount owing on or before June 28, 2026, the Tenant will start to owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Greg Witt
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.