



Order under Section 31 Residential Tenancies Act, 2006

Citation: Karosas v Fang, 2026 ONLTB 47324

Date: 2026-06-18

File Number: LTB-T-009678-25

In the matter of: 1046 ALDEA AVE
OTTAWA ON K1H8B9

Between: Tara Karosas Tenant

And

Hung Fang Landlord

Tara Karosas (the 'Tenant') applied for an order determining that Hung Fang (the 'Landlord'):

- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on March 17, 2026.

Only the Tenant attended the hearing.

As of 11:48 a.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. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$6,498.00.
2. The tenancy began in January 2023. Four post-secondary students signed a standard one-year lease. In January 2024 they renewed the lease for another year. In November 2024 the Tenant advised the Landlord that two of the original tenants planned to move out, but she and another tenant wished to stay. One tenant had already been replaced within the group, and they planned to get a fourth roommate, but they didn't need the fourth to afford the unit. The Tenant clearly expressed to the Landlord that she was willing and able to continue the tenancy with another of the original tenants.
3. The Tenant was unaware at the time that pursuant to section 38(1) of the Residential Tenancies Act, 2006, (the 'Act'), the lease did not terminate at the end of the initial term, and instead automatically converted to a monthly tenancy. The Landlord insisted that a

new lease needed to be signed each year and would not approve a new lease without additional documentation from the newer roommates which they could not provide on the Landlord's requested timeline. The Landlord advised that if the requirements to sign a new lease were not met by January 31, they would advertise the unit for rent – which they did, advising the Tenant on February 8 that new tenants would be moving in on April 1.

4. As they could not comply with the Landlord's requirements to sign a new lease, the Tenant moved out of the rental unit. They did not wish to move, and incurred extra costs and disruption by doing so, but were pressured into doing so because they were not aware that they were entitled to stay in the rental unit and the Landlord's demands were not in accordance with the Act. While the Landlord was correct that they could not remove the names of the tenants who were choosing to leave without their consent, the Landlord was not entitled to end, or require the Tenant to end, the tenancy simply because two of the original four signees were no longer residing in the unit. The Tenant was legally entitled to remain in the unit and have any roommates of her choosing.
5. Therefore, I find that the Landlord obstructed, coerced, threatened or interfered with the Tenant.

Remedies

6. The Tenant moved out of the rental unit because of the Landlord's actions. The Tenant incurred increased rent of at least \$6,450.00 for a one-year period after the Tenant left the rental unit. During the tenancy the Tenant was paying one quarter of the total rent, or \$712.50 per month. The rental unit was a 2-storey duplex with 5 bedrooms and 2 bathrooms and was shared by four people. The Tenant moved to a 2 bed/1 bath apartment with one roommate. The Tenant now pays slightly more than half of the monthly rent because she has the bigger of the two rooms and has a parking spot. She is now paying \$1,275.00 per month. I am satisfied that the rental units are comparable in the per roommate bedroom and bathroom size and the new unit does not have significantly improved features which would justify the increased monthly rent. Because the Landlord was not present at the hearing, it would be prejudicial to amend the application to increase the amount claimed for increased rent, so the originally claimed amount is awarded despite it being lower than the actual increase amount.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$6,498.00. This amount represents:
 - \$6,450.00 for increased rent the Tenant has incurred from April 1, 2025 to March 31, 2026.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 29, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by June 29, 2026, the Landlord will owe interest. This will be simple interest calculated from June 30, 2026 at 4.00% annually on the balance outstanding.

June 18, 2026
Date Issued

Dawn Carr
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.