



## **Order under Sections 30 & 31 Residential Tenancies Act, 2006**

**Citation:** Zhu v Zhao, 2026 ONLTB 47472

**Date:** 2026-06-19

**File Number:** LTB-T-023087-22

**In the matter of:** 16 BALMORAL PL  
ST CATHARINES ON L2T1Z3

**Between:** Gezhang Zhu  
Tianci Yang  
Tenants

**And**

Chunhong Zhao  
Landlord

Gezhang Zhu and Tianci Yang (the 'Tenants') applied for an order determining that Chunhong Zhao (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household;
- harassed, obstructed, coerced, threatened or interfered with the Tenants; and
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was scheduled to be heard and/or was heard by videoconference on June 2, 2025, April 14, 2026, and May 19, 2026.

The Tenants, the Tenants' Legal Representative, Peter Janowski, the Landlord, the Landlord's translator, Minyan Dai, and the Landlord's Legal Representative, Jiangning Guo, attended the hearing.

### **Determinations:**

#### Preliminary Issues

1. The Landlord's Legal Representative requested the Tenants' claims with respect to the reductions of space and/or size of the rental unit be dismissed on the basis that any changes to the rental unit were completed well over a year prior to the application being filed. In addition, she requested the Tenants' claims of harassment be dismissed as she was of the view that they were already dealt with in order LTB-T-060525-22.

2. With respect to the first issue, The Tenants' Legal Representative submitted that he believed the construction or changes to the space in the unit commenced in January 2021 and requested the application be amended to reflect the January 2021 date as a commenced date as opposed to an end date. The Landlord's Legal Representative was opposed to this.
3. As explained at the hearing, even if I were to amend the application to reflect a commenced date of January 2021, a limitation issue would still likely exist and, in any event, the applications filed by the Tenants are for orders made pursuant to sections 30 and 31 of the Act. These sections do not address when there has been a reduction of a service or a facility or allow the Board to make an order regarding the reduction of a service or facility. Rather, this issue is addressed by a different application that is filed pursuant to section 130 of the Act. For these reasons, the allegation related to the reduction of the size of the rental unit was dismissed.
4. With respect to the second issue, the Tenants' Legal Representative submitted that the previous order was based on a T1 application that did not address the harassment alleged in the applications before me. In reviewing the previous order, it appears that it dealt with very separate issues such as whether there was a rent discount and if there was an illegal rent increase and deposit. Accordingly, I found that the issue of harassment was not addressed in the previous order and so *res judicata* did not apply.

#### The Application

5. The Tenants' application is a combined T2 Application about Tenant Rights and a T6 Tenant Application about Maintenance (the 'Application'). In summary, the Application alleges the following:
  - the Landlord refused and/or failed to install working smoke detectors on each floor of the rental unit;
  - there were fire safety issues in the unit for which the St. Catharines Fire Department issued an Inspection Order;
  - there were Ontario Building Code violations in the unit for which the City of St. Catharines issued an Order to Comply; and
  - the Landlord engaged in harassing and verbally abusive conduct toward the Tenants, gave the Tenants an unlawful notice of termination and tried to have the Tenants removed by the police.
6. As explained below, the Tenants have proven some of the allegations contained in the Application on a balance of probabilities. Therefore, the Landlord must compensate the Tenants in accordance with the order below.

#### *Tenants' Evidence*

7. Gezhong Zhu ('GZ') testified on behalf of the Tenants. It was his evidence that he and the other Tenant, Tianci Yang, were international students who had lived in the unit since approximately January 2021. They vacated the rental unit on April 30, 2022. At that time, their rent was \$1,300.00 per month. A summary of GZ's testimony is as follows:

- i. When the Tenants moved in there were no smoke detectors but the Tenants were unaware that the Landlord was required to have smoke detectors in the unit until much later.
- ii. The Tenants told the Landlord about having no smoke detectors some time in April 2022. The unit was inspected on April 12, 2022 by St. Catharines Fire Services and smoke detectors and a carbon monoxide detector were installed by Fire Services that same day. During the inspection, the inspector also found that there was insufficient ceiling fire separation and that a two dwelling unit had been constructed without an ESA permit for electrical work. As a result, an Inspection Order was issued. A copy was tendered as evidence.
- iii. On or about April 26, 2022, an Order to Comply was issued by the City of St. Catharines for the reason that an accessory dwelling unit had been constructed on the main floor of the building without first obtaining a building permit. A copy of the Order to Comply was tendered as evidence.
- iv. As a result of the two orders being issued the Landlord was very angry with the Tenants and told them they had to move out. The Landlord swore at them on multiple occasions and called the police on the Tenants.
- v. On April 18, 2022, the police attended the rental unit. During this time, the Landlord was heard saying rude and offensive comments in Mandarin toward the Tenants (which the Tenants also speak) such as "I hope your parents get hit by a car as soon as they step outside" and "you will be hit by car". After hearing the language used by the Landlord, the Tenants felt offended and upset. A copy of the recording was tendered as evidence.
- vi. On April 20, 2022, the Landlord sent the Tenant a text message stating that no one can live in the rental unit during construction and that, as per the City Order, the Landlord has to deconstruct the wall and the Tenants must vacate by April 30, 2022. A document was also given to the Tenants that stated in both English and Mandarin that the Tenants had to move out by April 30, 2022, when their lease expired.
- vii. The Tenants vacated the rental unit on April 30, 2022 due to the notice given by the Landlord and they would have stayed longer had they not been given notice to vacate. The Tenants found a new place with a monthly rent of \$2,475.00.

#### *Landlord's Evidence*

8. It was the Landlord's evidence that there were smoke alarms and a carbon monoxide detector in the rental unit when the Tenants moved in in January of 2021. The Landlord did not become aware that there were any issues with the detectors until around April 13, 2022. By this date, Fire Services had already attended the rental unit and installed detectors.
9. The Landlord acknowledged receiving the Fire Inspection Order and the Order to Comply and understood that she was required to remove the wall in the unit or get a permit for its

lawful construction. She also understood that she had to take action as soon as possible to avoid penalties.

10. The Landlord denied forcing the Tenants to move out. She stated that the Tenants told her at the beginning of April 2022 that they would not be continuing with their lease for May as they were graduating and had other plans. Based on this, she advised the building department that the Tenants were vacating at the end of April 2022.
11. The Landlord stated that the Tenants were looking for a new place to live and asked the Landlord to provide them with a letter that stated the reason the lease was ending. The Landlord stated that this is why she gave the Tenants a letter in English and in Mandarin that said that they had to move out and why. In summary, the Letter stated: i) there were fire and building inspections completed in the unit and that immediate rectification was ordered; ii) in order to take care of the Tenants, the Landlord asked the fire and building departments to give her until May 1, 2022 to do the work required; iii) the lease agreement between the Landlord and Tenants expires on April 30, 2022; and iv) the Tenants must move out of the rental unit by April 30, 2022. The Landlord relied on text message correspondence between the parties on April 20, 2022 in support of her position that the Tenants requested the letter from her.
12. With respect to the incident that occurred on April 18, 2022, the Landlord stated that the police were called as there was a concern of an illegal resident staying in the rental unit. In this regard, there was a third person living in the unit and the Landlord did not know who they were and she wanted them removed from the property. The Landlord admitted that her she lost her temper and that her language was inappropriate but denied that she made the offensive comments to the Tenants and stated that they were directed at the unauthorized person who was staying with them. During the altercation, the police spoke with the parties and the Tenants confirmed that they were leaving at the end of the month.

### Analysis

13. There was insufficient evidence provided at the hearing to establish that the Tenants notified the Landlord that there were no functioning smoke detectors and/or carbon monoxide detectors in the unit. It was GZ's evidence that he told the Landlord about the issue in April 2022 but could not recall an exact date. Based on the correspondence submitted as evidence, it appears that the first time the Landlord became aware of the issue was after the Fire Department had already inspected and replaced the detectors on April 13, 2022. Accordingly, this allegation is dismissed.
14. With respect to the Inspection Order and the Order to Comply, the fact that these were issued does not automatically establish that the Landlord was in breach of her obligations under section 20 of the Act. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.

15. The aforesaid orders were issued to the Landlord on or about April 25, 2022. It was not disputed that the Tenants vacated the rental unit on April 30, 2022. It is hardly reasonable to expect the Landlord to comply with the orders within 5 days. In addition, there was no evidence to suggest that the Landlord knew or ought to have known of the deficiencies listed in the orders prior to them being issued. Accordingly, I am not satisfied that the Landlord breached her obligations to maintain and repair under the Act and so the T6 portion of the Application is dismissed.
16. In turning to the allegations regarding the Landlord's conduct, I find that the Landlord's conduct on April 18, 2022, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household. Both the Tenant and the Landlord's translator translated the audio recording of what the Landlord said that day and although their translations differed slightly, the essence was the same. The fact is that the Landlord made rude and offensive comments and wished harm on the Tenants and/or their occupant. As section 22 of the Act not only includes tenants, but also members of a tenant's household, it does not assist the Landlord to any degree if her comments were meant for the Tenant's occupant and, in any event, the evidence of GZ was that the Tenants found the Landlord's comments deeply offensive. Moreover, simply because the Tenants had a guest or roommate staying with them does not warrant a call to the police. In my view, this was an escalation by the Landlord that was simply not called for and totally inappropriate.
17. The Tenants also alleged that the Landlord engaged in harassing behaviour in trying to get them to vacate. Harassment is generally considered a course of conduct that is known or ought to be known to be unwelcome. Based on the evidence and submission provided, I am not satisfied that the Landlord engaged in a pattern of harassment with the intent to make the Tenants vacate. In looking at the text message correspondence provided, it appears to be neutral in tone and not aggressive or harassing in nature. The correspondence also supports the Landlord's position that the letter asking the Tenants to vacate, which included the reasons why, was provided at the request of the Tenants. Of course, there was the incident that occurred on April 18, 2022, which I accept was quite unpleasant for the Tenants. However, the evidence suggests that this was an isolated incident and, as such, would not establish a pattern of harassment.
18. Based on the evidence and submissions provided, I am not satisfied that the Tenants vacated as a result of the conduct of the Landlord. Rather, I find it more likely than not that Tenants intended on vacating at the end of their lease term. In this regard, there was no documentary evidence provided wherein the Tenants expressed to the Landlord a desire to remain in the rental unit after April 30, 2026.
19. There was insufficient evidence to determine that the incident on April 18, 2026 was a deciding factor to move out and the correspondence between the parties in March 2022 suggests that at least one of the Tenants was already looking at places to rent.
20. For these reasons, I find it more likely than not that the parties reached an agreement to end the tenancy and that the Tenants vacated in accordance with that agreement.

## Remedies

21. As the Tenants were successful in proving that the Landlord substantially interfered with their reasonable enjoyment, the Tenants are entitled to compensation. The Tenants sought a rent abatement in the amount of \$2,600.00.
22. Although the April 18, 2022 incident took place for only a short period of time on one day, the impact to the Tenants lasted beyond this period of time and date. In this regard, GZ testified that he found the comments made by the Landlord to be very offensive and as if the Landlord was cursing them so that they or their family would experience injury. It was recognized by Divisional Court in *Wrona v. Toronto Community Housing Corp.*, [2007] O.J. No.423 (Ont. Div. Ct.) that rent abatements are not limited to a calculation that accounts only for the period of time that a breach of the Act occurs.
23. Having considered the conduct of the Landlord and the impact to the Tenants, I find a lump sum abatement of \$1,000.00 to be appropriate in the circumstances.
24. The Tenants also requested that the Landlord pay an administrative fine. An administrative fine is a remedy to be used by the Board to encourage compliance with the Act, and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance.
25. I am satisfied that the rent abatement ordered will serve as an adequate deterrence to the Landlord and promote compliance with the Act going forward. Accordingly, no fine shall be ordered.

### **It is ordered that:**

1. The total amount the Landlord shall pay the Tenants is \$1,048.00. This amount represents:
  - \$1,000.00 for a rent abatement.
  - \$48.00 for the cost of filing the Application.
2. The Landlord shall pay the Tenants the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 2026 at 4.00% annually on the balance outstanding.

**June 19, 2026**  
**Date Issued**

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Rachel Gibbons  
Member, Landlord and Tenants 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.