



Order under Section 31 Residential Tenancies Act, 2006

Citation: Unal v Wen Xu, 2026 ONLTB 48328

Date: 2026-06-23

File Number: LTB-T-085243-25

In the matter of: 2309, 70 QUEENS WHARF RD
TORONTO ON M5V0J2

Between: Ataberk Unal Tenant

And

Wei Wen Xu Landlord

Ataberk Unal (the 'Tenant') applied for an order determining that Wei Wen Xu (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.

An Adjudicative Case Conference ('ACC') was heard by videoconference on June 15, 2026.

Only the Tenant attended the ACC.

As of 2:32 p.m., the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the hearing. As a result, a hearing proceeded on the merits of the application 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 to the Tenant \$1,401.97.

Substantial interference

2. The Tenant testified that he moved into the rental unit on August 5, 2025. He occupied one of the bedrooms in the unit and another tenant (TO) occupied the other bedroom.
3. The Tenant vacated the rental unit on October 1, 2025.
4. The Tenant testified that he returned home from work on October 1, 2025 to find the power out in the rental unit and TO acting in a bizarre manner. TO was huddled in the front foyer

of the rental unit and talking to people who were not there. The Tenant provided a video of this behaviour into evidence.

5. The Tenant testified that he reported TO's behaviour to the Landlord and indicated that he didn't feel safe in the rental unit due to the Tenant's behaviour.
6. The Tenant provided into evidence copies of text chains and emails between himself and the Landlord, where the Tenant described TO's behaviour and the fear and uneasiness he was feeling about staying in the rental unit. The Tenant indicated that he did not want to stay in the unit and that he wanted to leave and get his last month's rent deposit back
7. In these texts, the Landlord indicated that he would contact the Tenant's guarantor to get some assistance. There was some discussion about whether the Tenant would stay if the TO was removed, with the condition that the Tenant would either be responsible for the entire rent for the unit or would try to find another tenant for the unit.
8. The Tenant testified that the Landlord was aware of TO's behaviour and provided text messages from a previous tenant (Hassan Malik - HM) which confirmed that TO had acted similarly when HM lived in the apartment, that one of the reasons HM left the rental unit was TO's behaviour and that HM had filed an LTB application similar to this one (LTB-T-061827-25) in an effort to get the Landlord to deal with TO's behaviour.
9. The Tenant also provided into evidence a copy of a text chain with TO, where TO acknowledges and apologizes for his behaviour on October 1, 2025.
10. The Landlord did not attend the hearing to provide evidence on this matter.

Analysis

11. The Tenant alleges that the Landlord interfered with his reasonable enjoyment by failing to address substantial interference by another tenant. To be successful in this application, the Tenant must establish that the other tenant substantially interfered with their reasonable enjoyment of the residential complex or their rental unit by creating an unsafe and uncomfortable living environment. The Tenant must also establish that the Landlord failed to take reasonable steps to address the interference with the Tenant's reasonable enjoyment.

Interference with Reasonable Enjoyment

12. It was uncontested that TO was acting oddly on October 1, 2025. The video provided by the Tenant clearly demonstrates TO's behaviour and the uneasiness that was felt by the Tenant during the interaction.
13. The contemporaneous texts and emails to the Landlord clearly demonstrate that the Tenant did not feel safe or comfortable living in the rental unit as of October 1, 2025.
14. Based on the uncontested evidence, I am satisfied, on a balance of probabilities, the TO's behaviour substantially interfered with the Tenant's reasonable enjoyment of the residential unit.

Landlord's Response

15. The Board must determine the following issues: a) when did the Landlord know or when was he reasonably expected to know about the disturbances to the Tenant caused by the other tenant TO; and b) once the Landlord knew about the disturbances to the Tenant, did he address the disturbances appropriately.
16. The Tenant's uncontested evidence is that he told the Landlord about TO's behaviour as soon as it became sufficiently disturbing for him to fear for his safety. The Tenant claims that the Landlord dismissed his concerns and appeared to be more concerned about continuing to receive 100% of the rent from the two tenants.
17. The Tenant's uncontested evidence also indicates that the Landlord was aware of TO's behaviour issues prior to the Tenant moving in, through the complaints of HM and the filing of HM's LTB application on July 28, 2025, nearly 2 months prior to the October 1, 2025 incident.
18. As a result, I find, on a balance of probabilities, that the Tenant contacted the Landlord on October 1, 2025 and notified the Landlord that TO was behaving in a disturbing manner that caused the Tenant to fear for his personal safety.
19. I further find, on a balance of probabilities, that the Landlord's response to the Tenant's concerns on October 1, 2025 was to minimize the Tenant's concerns, with a focus on maintaining a 100% occupancy of the rental unit (with the associated rent).
20. I find that the Landlord's response to the Tenant's concerns on October 1, 2025 was not adequate. The Landlord's response demonstrated an unwillingness to involve himself in the situation involving the Tenant and TO. In light of the Landlord's evident knowledge of previous concerns about TO's behaviour, the Landlord's dismissive response to the October 1, 2025 complaint constituted a failure to take reasonable steps to address the disturbances caused by TO.
21. I am therefore satisfied that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant.

Remedies

22. In his application, the Tenant is asking for a reimbursement of his \$1,400.00 rent deposit and reimbursement of out-of-pocket costs of \$344.00.
23. The Tenant effectively moved out of the unit on October 1, 2025 due to his perceived safety concerns and stayed with friends. He returned to the unit on October 2, 2025, gathered his belongings and did not return to the rental unit.
24. The lawful rent for the rental unit is \$1,400.00. It is due on the 1st day of the month.
25. Based on the monthly rent, the daily rent/compensation is \$46.03. This amount is calculated as follows: \$1,400.00 x 12, divided by 365 days.

26. The Tenant produced a copy of his lease into evidence and it is uncontested that the Tenant provided the Landlord with a \$1,400.00 rent deposit at the beginning of the tenancy.
27. Subsection 106(10) of the *Residential Tenancies Act, 2006* (the 'Act') requires a Landlord to apply a last month's rent deposit to the last month of the tenancy. The tenancy shall be terminated as of October 1, 2025, the date the Tenant vacated the rental unit.
28. As the Tenant effectively occupied the rental unit for one (1) day in October 2025, the Tenant should be responsible for paying the per diem rent due for that day. This amount shall be deducted from the last month's rent deposit owing to the Tenant by the Landlord. Accordingly, there will be an order requiring the Landlord to refund the rent deposit, less this one day per diem, to the Tenant.
29. The Tenant's out-of-pocket costs were constituted of \$100.00 per night paid to a friend for accommodation (\$200.00 total), \$20.00 in parking fees and \$124.00 in lost wages. No receipts were provided for the accommodation and parking costs, so I will not be ordering a reimbursement of these. Similarly, there was no evidence provided by the Tenant of any lost wages as a result of the October 1, 2025 incident; as such, no award will be given for this alleged expense either.
30. The Tenant incurred costs of \$48.00 for filing this application and is entitled to reimbursement of those costs.

It is ordered that:

1. The tenancy is terminated as of October 1, 2025.
2. The total amount the Landlord shall pay the Tenant is \$1,401.97. This amount represents:
 - \$1,353.97 reimbursement of the last month's rent deposit (\$1,400.00 rent deposit - \$46.03 per diem for October 1, 2025 occupancy); and
 - \$48.00 for the application filing fee.
3. The Landlord shall pay the Tenant the full amount owing by July 4, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by July 4, 2026, the Landlord will owe interest. This will be simple interest calculated from July 5, 2026 at 4.00% annually on the balance outstanding.

June 23, 2026
Date Issued

Curtis Smith
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.