



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** Wong v Langley, 2024 ONLTB 18071

**Date:** 2024-03-21

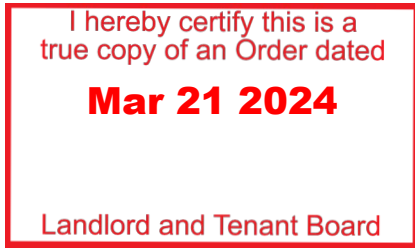
**File Number:** LTB-L-025827-23

**In the matter of:** 22 Reidmount Ave  
Scarborough ON M1S1B2

**Between:** Ming chuen Wong

**And**

Oral Mark Langley  
Ernesteen Yvonne David



Landlord

Tenant

Ming chuen Wong (the 'Landlord') applied for an order to terminate the tenancy and evict Oral Mark Langley and Ernesteen Yvonne David (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on March 4, 2024.

Only the Landlord attended the hearing. The Tenant 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 Landlord's evidence.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy is terminated.
2. The Tenants are in possession of the rental unit.
3. On October 28, 2022, the Landlord gave the Tenant a first, voidable N5 notice of termination with a termination date of November 18, 2022; a second N5 Notice was issued to the Tenant with a termination date also of November 18, 2022. The first and second N5 Notice are void and cannot be considered because the application was filed on April 6, 2023 and which is outside 30 days from the termination date set out in the notice as required by the Act. These notices cannot be the used to support a cause of action for terminating the tenancy as they're out of time.
4. On March 20, 2023, the Landlord issued a first N5 Notice with a termination date of April 10, 2023 which also accompanied the application and it is a valid notice. The notice of

termination contains the following allegations: The Tenant has changed the locking device without giving the Landlord a key, the Tenant has prevented entry to show the unit to prospective buyers; the Tenant is occupying the basement which is not part of the rental unit, and the Tenant prevented the Landlord from inspecting the upper level of the rental unit.

5. The first N5 Notice is given under section 64 of the act on the basis that the tenant has substantially interfere residential complex for all usual purposes by the landlord or substantially interfered with another lawful right privilege or interest of the landlord. The notice of termination under subsection 64 (1) of the Act met the statutory requirements of legal notice because the termination date was at least 20 days after the notice is given, it sets out the grounds for termination, and requires the Tenants, within seven days, to stop the conduct or activity or correct the omission set out in the notice.
6. The seven-day voiding period in this case was from March 21 and March 27, 2023. I find the Tenants have not voided the N5 Notice. I also find their conduct substantially interferes with a lawful right, privilege, or interest of the Landlord because the Tenants changed the locking device without the Landlord's consent and the Tenants interfered and did not permit the Landlord's Agent(s) to show the unit to prospective buyers.
7. Section 35 of the Act provides that a tenant is not to alter a locking system without the landlord's consent. The Tenants did not obtain the Landlord's consent before changing the locking device twice and they did not give the Landlord a key.
8. Section 27 (2) of the Act states a landlord or with the written authorization of a landlord, a broker or salesperson registered under the Real Estate and Business Brokers Act, 2022, may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry to allow a potential purchaser to view the rental unit. The Landlord provided notice in writing at least 24 hours before. On March 24, 2023, the Landlord sent a text message to the Tenant informing them that someone will be at the unit on March 25, 2023 around 4:45 t 5:15 p.m. to show the unit to prospective buyer. The Tenants did not respond. The Realtor's Showing Activity Report showed notices were given to the Tenant on March 24, 2023, confirmed time between 3:45-4:15 but the selling agent was denied entry. There was a showing on March 26, 2023, between 2:15 and 2:45 p.m. and the Tenant did not respond to the notice and the Landlord's Agent did not enter the unit; and on March 27, 2023, the Tenant did not respond to the entry request between 2:30-3:00 p.m. to show the unit to prospective buyer. The method of communication was written, the notice identified the time and reason for the entry. The listing and selling agents were not able to show the unit to prospective buyers because the key was changed and did not open the locking device to the rental unit, and the Tenants also did not permit entry.
9. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
10. 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 be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

11. The Tenants' conduct continued after the seven-day voiding period on April 5, 2023, May 22, 2023, and July 21, 2023. The Tenants also did not attend the hearing to make submissions about preserving the tenancy.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenants is terminated. The Tenant must move out of the rental unit on or before April 2, 2024.
2. The Tenants shall pay to the Landlord \$186.00 for the cost of filing the application.
3. If the Tenants do not pay the Landlord the full amount owing on or before April 2, 2024, the Tenants will start to owe interest. This will be simple interest calculated from April 3, 2024 at 7.00% annually on the balance outstanding.
4. If the unit is not vacated on or before April 2, 2024, then starting April 3, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord, on or after April 3, 2024.

**March 21, 2024**  
**Date Issued**

  
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Sandra Macchione  
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 3, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.