



**AMENDED ORDER**  
Order under Section 69  
**Residential Tenancies Act, 2006**  
**And section 21.1 of the Statutory Powers Procedure Act**

**File Number:** TNL-26353-20-AM  
TNT-26292-20-RV-AM  
TNT-27742-20-AM  
TNT-30713-21-AM  
TNT-30841-21-AM

**In the matter of:** LOWER, 6 LYNCH ROAD  
NORTH YORK ON M2J2V5

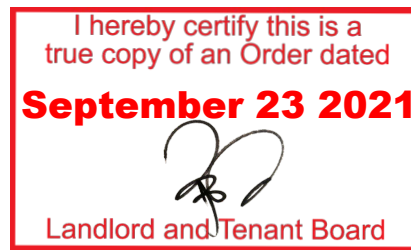
**Between:** Lihua Zhang  
Ernest Huang

Landlords

and

Andrew Pritchard  
Liou Liu

Tenants



**This amended order is issued to correct a clerical error in the original order. The correction has been bolded and underlined for ease of reference.**

**TNL-26353-20**

Lihua Zhang and Ernest Huang (the 'Landlords') applied for an order to terminate the tenancy and evict Liou Liu and Andrew Pritchard (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe (L1 Application). The Landlords also applied for an order to terminate the tenancy and evict the Tenants because the Landlords required possession of the rental unit for the purpose of residential occupation (L2 Application). The Landlords also claimed compensation for each day the Tenants remained in the unit after the termination date.

**TNT-26292-20-RV**

The Tenants applied for an order determining that the Landlords harassed, obstructed, coerced, threatened or interfered with them, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that

the Landlords are obligated to supply under the tenancy agreement (T2 Application #1). The Tenants also applied for an order determining that the Landlords have collected or retained money illegally (T1 Application).

### **TNT-27742-20**

The Tenants applied for an order determining that the Landlords harassed, obstructed, coerced, threatened or interfered with them, entered the rental unit illegally, substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household and withheld or deliberately interfered with the reasonable supply of a vital service, care service, or food that the Landlords are obligated to supply under the tenancy agreement (T2 Application #2).

### **TNT-30713-21**

The Tenants applied for an order determining that the Landlord gave a notice of termination in bad faith.

### **TNT-30841-21**

The Tenants applied for a reduction of the rent charged for the rental unit due to a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex (T3 Application).

These applications were heard by videoconference on May 10, 2021.

The Landlords, the Landlords' legal representative, Rong Wei Yu, and the Tenants attended the hearing.

At the hearing, the Tenants requested the consent of the Board to withdraw application TNT-30713-21.

### **Determinations:**

1. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of application TNT-30713-21.
2. At the hearing of TNT-26292-20-RV on January 13, 2021, the Landlords consented to the request to review and the parties resolved most of the issues with respect to TNL-26353-20 and the T1 Application on consent, the details of which are set out in the interim order dated January 20, 2021. The only outstanding issue with respect to TNL-26353-20 and

the T1 Application was whether the Tenants paid an additional \$100.00 to the Landlords for February 2020, as claimed by the Landlords, or whether the Tenants paid an additional \$200.00 to the Landlords for February 2020, as claimed by the Tenants.

3. With respect to the additional payment made in February 2020, it was undisputed that the Landlords were seeking illegal additional charges from the Tenants and that the Tenants paid those charges. What is in dispute is whether the Tenants paid \$100.00 to the Landlords for February 2020 and \$200.00 for March 2020, as claimed by the Landlords, or whether the Tenants paid an additional \$200.00 to the Landlords for February 2020 and \$200.00 for March 2020, as claimed by the Tenants. I acknowledge that the receipts provided by the Landlord with respect to these payments do not show \$200.00 being paid for February 2020, however I found the Tenants' testimony on this issue to be more credible than the Landlords'. The Tenants' testimony with respect to this issue was straightforward and consistent. I found the Landlords' testimony to be less straightforward and less credible. In particular, the Landlords' testimony that they were satisfied with receiving only \$100.00 extra for February 2020 was inconsistent with the fact that they required \$200 extra for March 2020. The Landlords did not explain this discrepancy. As a result, I accept that the Tenants paid \$200.00 for February 2020.
4. As explained in the interim order dated January 20, 2021, this finding results in the Tenants owing the Landlords \$113.00 with respect to TNL-26353-20 and the T1 Application.
5. With respect to T2 Application #1, the Tenants seek an abatement of rent and out-of-pocket expenses relating to inadequate heat and an abatement of rent with respect to the Landlords' behaviour surrounding the illegal charge. The Tenants also requested out-of-pocket expenses with respect to discontinuation of internet services, however this issue is also raised in the T3 Application so it will not be addressed here.
6. While I accept that the heat was below standard in some of the basement rooms occupied by the Tenants based on the photographic evidence provided by the Tenants and the fact that the Landlords provided the Tenants with a portable heater, I did not find the Tenants evidence sufficiently cogent or comprehensive to award more than a nominal abatement. As a result, I find a \$100.00 abatement to be appropriate.
7. I also accept that the Landlords substantially interfered with the Tenants' reasonable enjoyment by requesting the illegal charge and by requesting the Tenants sign documentation with respect to the illegal charge. I do not find this behaviour reached the threshold of harassment. I find an abatement of \$100.00 sufficient to compensate the Tenants and deter the Landlords from engaging in such behaviour in the future.
8. With respect to T2 Application #2, the Tenants claim that the Landlords illegally entered the rental unit. The Tenants also claim that the Landlords made discriminatory remarks contrary to the human rights code. The Tenants also claim that the Landlords' substantial interference with their reasonable enjoyment caused them to move out of the rental unit.

T2 Application #2 also identifies items already addressed in T2 Application #1 so these items are not addressed here.

9. I am not satisfied that the Landlords illegally entered the rental unit. The kitchen used by the Tenants had laundry facilities in it and it was part of the rental agreement that the Landlords could use the laundry facilities. I find that this was a shared space (but not a shared kitchen) and that the Landlords did not engage in illegal entry by entering this space. With respect to the other instances of illegal entry identified by the Tenants, the parties disagreed as to whether the Tenants permitted entry or not. I did not find either party to be more credible than the other on this point. As the Tenants have the burden of proving their claim on a balance of probabilities, their claim with respect to illegal entry is dismissed because they have not met this burden.
10. With respect to the discriminatory remarks alleged by the Tenants, these are denied by the Landlords. I did not find either party to be more credible than the other on this point. As the Tenants have the burden of proving their claim on a balance of probabilities, their claim with respect to discriminatory remarks is dismissed because they have not met this burden.
11. I am not satisfied that the Landlords' behaviour caused the Tenants to move out of the rental unit. I accept that the parties were having some difficulties getting along, however I do not find the Landlords' behaviour sufficiently troublesome that it caused the Tenants to move out of the rental unit. As such, the Tenants' claim in this regard is dismissed.
12. With respect to the T3 Application, the parties disagreed as to whether internet was included in the rental agreement, the Tenants claiming that it was, the Landlords claiming that it was not, stating that they gave the Tenants their internet password for temporary use and that they subsequently changed the password on April 2, 2020 because the internet was overloaded. I find the Tenants' evidence to be more persuasive with respect to this issue in light of the communications between the parties in evidence before me and the fact that the Tenants had use of the internet from the commencement of their tenancy in November 2019. I find it appropriate to order the Landlords to pay the Tenants \$112.00 for the out-of-pocket expenses incurred by the Tenants to obtain internet for April and May 2020.

**It is ordered that:**

1. The Tenants' application TNT-30713-21 is dismissed.
2. The Landlords shall pay the Tenants **\$1,099.00**, representing a \$100.00 abatement of rent for inadequate heat, a \$100.00 abatement for the Landlords' behaviour surrounding the illegal rent charge, \$112.00 for out-of-pocket expenses relating to internet service, **\$900.00 compensation for N12 notice of termination for landlord's own use**, less the \$113.00 owing to the Landlords as per the interim order dated January 20, 2021.

**File Number:** TNL-26353-20-AM  
TNT-26292-20-RV-AM  
TNT-27742-20-AM  
TNT-30713-21-AM  
TNT-30841-21-AM

3. The tenancy between the Landlords and the Tenants is terminated as of June 1, 2020, the date the Tenants gave vacant possession of the rental unit to the Landlords.
4. If the Landlords do not pay the Tenants the full amount owing on or before **September 23, 2021**, they will start to owe interest. This will be simple interest calculated from **September 24, 2021**, at 2.00% annually on the balance outstanding.

**July 26, 2021**  
**Date Issued**

**September 23, 2021**  
**Date Amended**



Richard Ferriss  
Member, Landlord and Tenant Board

Toronto North-RO  
47 Sheppard Avenue East, Suite 700, 7th Floor  
Toronto ON M2N5X5

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.