



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

**File Number:** HOL-07009-20-RV &  
TST-11446-19

**In the matter of:** 5209, 181 DUNDAS STREET E  
TORONTO ON M5A0N5

**Between:** Pi Yun Liao

and

Yucheng Mao

I hereby certify this is a  
true copy of an Order dated

**FEB 16, 2022**

TR

Landlord and Tenant Board

Landlord

Tenant

Pi Yun Liao (the 'Landlord') applied for an order to terminate the tenancy and evict Yucheng Mao (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

The Tenant applied for an order determining that the Landlords harassed, obstructed, coerced, threatened or interfered with the Tenant, entered the rental unit illegally and substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of the Tenant's household.

This application was heard by video conference on October 27, 2021, and January 27, 2022.

The Landlord, the Landlord's legal representative, C. Sa'd, and the Tenant attended the hearing. The Landlord's son, B. Liao, acted as translator for the Landlord.

**Determinations:**

L1 Application:

1. Interim Order HOL-07009-20-RV-IN2, issued on May 5, 2021, granted the Tenant's request for a review of order HOL-07009-20, issued on January 18, 2021. The matter was rescheduled to be heard *de novo*.
2. Order HOL-07009-20-RV-IN3, issued on November 3, 2021, determined that \$1,350.00 is the monthly rent for the rental unit.
3. The Tenant paid into the Board a total of \$8,100.00 rent pursuant to order HOL-07009-20-RV-IN2, issued on May 5, 2021.

4. At the hearing, the Landlord requested the consent of the Board to withdraw their application.
5. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the application.
6. The Board shall return the \$8,100.00 rent collected on behalf of the Landlord to the Tenant.

T2 Application:

7. The Tenant's application arose because the Landlord, without authorization from the Tenant, moved into the rental unit on November 2, 2019, for a period of just over two weeks. The Tenant alleges illegal entry, substantial interference with his reasonable enjoyment of the rental unit, as well as harassment and interference. He also alleges that the Landlord sexually assaulted him while she was living in the rental unit.

Illegal Entry, Landlord Moving into the Rental Unit in November, 2019:

8. It is undisputed that the Landlord entered the rental unit on November 2, 2019, and lived in the den room of the unit for a period of 16 days.
9. It is undisputed that the Tenant became a Tenant of the Landlord in 2016. They had an amicable relationship. In May, 2019, the Tenant moved to a different, larger unit owned by the Landlord. Disputes over the terms of that new tenancy are what gave rise to both current applications. The parties dispute the amount of rent that was agreed, the Tenant alleges he was never given a copy of the lease agreement, the Tenant stopped paying rent in late 2019, and the relationship broke down. It was in that context that the Landlord moved into the rental unit.
10. It is undisputed that the Tenant paid \$6,750.00 upon moving in to the rental unit, which he said was an advance payment for 5 months of rent at a rate of \$1,350.00 per month. The Landlord alleged that the rent was \$2,200.00. The Tenant made one more rent payment of \$1,350.00 on October 19, 2019.
11. It is undisputed that the Landlord moved into the room that was designated to be a den. This room had glass walls.
12. The parties' evidence with respect to what happened after the Landlord moved in is completely contradictory. The Tenant said that he lived in terror, and he was afraid to call the police. He said that the Landlord sexually touched his leg, she walked around the rental unit half dressed, and she would leave blood, urine, and feces unflushed in the toilet. He said that the Landlord had told him she suffered from amnesia and dementia, so he was always scared about how she might behave.
13. The Tenant said that on November 13, 2019, he observed newly purchased bolt locks and a wrench on the Landlord's desk. He said that he was terrified the Landlord would

lock him out, and that is why he filed an emergency T2 application on November 14, 2019. He served his T2 application directly on the Landlord on November 15, 2019.

14. The Tenant said that after he served his application on the Landlord, an argument ensued, and he submitted into evidence texts between him and the Landlord from November 16 and 17, 2019. In one text from November 16, 2019, the Landlord writes, "I am the landlord. \*shared rooms (sic) with you. You cannot open the door of my room, I have reasons not to be involved with you, I leave home very early as I have things to do, I return home at 5:00 or 6:00 o'clock, cook soup\* for drink, eat in the room with door closed. No intention to interact with you whatsoever, do you know why?" The text was sent after midnight, and the Tenant responds angrily, about 3 hours later, about the Landlord texting him in the middle of the night.
15. The arguments led to an altercation, after which the police were called.
16. The dates of events that were given by the Tenant and the Landlord differed after that, but it was undisputed that there was an intense altercation on the last day of the Landlord's residency in the rental unit. The Tenant said that he ultimately locked out the Landlord, and he put a barrier against the door so she could not get in. He said that the Landlord used her key, pushed the door, and when she got in, she punched the Tenant. He said that she ran to the kitchen to reach for a knife, and he fled to the lobby and called the police. After a few minutes, he said that he saw the Landlord come down to the lobby, and when he thought she had gone, he returned to the unit and locked the door again. The Tenant said that the Landlord returned to the unit again, and there was another struggle over the door, but he held the lock and waited for the police. When the police came, he said that they questioned each of them separately, and then they told the Landlord to pack her belongings and she left. The Tenant said that when he wanted to lay criminal charges the police told him to refer the matter to the Board because it was a civil issue. He said that there is no police report.
17. The Landlord said that she lived in the rental unit before the Tenant was there, and she left belongings behind in the unit, including furniture, clothing, shoes and a computer.
18. She said that they had agreed on a rent of \$2,200.00, and she had many months of problems trying to collect the correct amount of rent. She said that this caused her financial problems because she was running low on cash, and she was unable to pay for her other properties. The Landlord said that after she talked to the Landlord's help centre, they counselled her to move back into the rental unit.
19. The Landlord said that she messaged the Tenant on October 22, 2019, telling him that she would be moving back in, and the Tenant did not prevent her from moving back in. The Landlord said that during the time she lived in the rental unit, there was not much interaction with the Tenant, as he left early in the morning and he came back late in the evening.
20. The Landlord said that the problems commenced on November 15, 2019, when he told her not to come home because he was having guests. The Landlord said that she came back to the unit and had a nap in the afternoon. She said that the Tenant got very angry

and aggressive after her nap, and he kicked her door. She said that she was afraid, and she locked herself into her bedroom.

21. The Landlord said that she eventually left the rental unit and she came back later that evening. She said that she heard someone moving in the rental unit, and she tried her key in the door, but she could not get in. She said that she then called the police to help her get back into the unit. The Landlord said that the police eventually arrived. The police counselled her to leave the unit, and they escorted her in to get her belongings, and then she left.
22. The Landlord said that during the two weeks she resided in the rental unit, she had no problem accessing the unit. She said that the Tenant even left the door unlocked for her if she was unable to find her key.
23. The Landlord said that on November 18, 2019, she was aided by building security to retrieve the rest of her belongings.
24. After the Tenant's emergency hearing on his T2 application on November 21, 2019, the Landlord was ordered not to live in the rental unit. However, it is undisputed that the Landlord did not return to the rental unit after November 18, 2019.

Internet:

25. The Tenant said that the Landlord cut off the internet in July 2020, and it was never restored.
26. The Landlord said that she never cut off any utilities in the rental unit.

Submissions:

27. The Tenant submits that he lived with the Landlord for many years, and he always paid his rent a few months in advance. He said that the Landlord invaded his privacy and insulted his dignity by illegally entering the rental unit and moving in with him. He submits that the Landlord had sexual motivations in moving in with him, she sexually assaulted him, and she assaulted him by punching him. The Tenant said that the Landlord attempted to threaten or kill him with a knife. The Tenant submits that he was afraid of the Landlord every night, and the fear disturbed his sleep. The Tenant submits that the multiple adjournments of this matter caused him to relive the experience again and again, and he requests \$3,000.00 costs for all the adjournments and \$35,000.00 general damages for the harassment, invasion of privacy, and the insult to his dignity.
28. The Landlord submits that she was acting innocently on bad advice when she decided to move into the rental unit in November, 2019. She alleges that she had belongings, clothing and furniture in the unit from before the Tenant lived there. She takes responsibility for the bad decision. The Landlord submits that the only motivation was financial because the \$2,000.00 carrying costs of the rental unit exceeded any rent she was receiving from the Tenant. However, the Landlord submits that the allegations about sexual assault and attempted homicide with a knife are outrageous. The Landlord

submits that she is a small, elderly woman, who was unable to gain entrance to the rental unit on the evening in question, and she could not have managed to access a knife in the kitchen. Finally, the Landlord submits that a claim for \$35,000.00 is a gross exaggeration of the trauma the Tenant claims he has suffered.

Reasons and Analysis:

29. It is undisputed that the Landlord illegally entered the rental unit in order to reside there from November 2, 2019, to on or about November 18, 2019.
30. Moving into the Tenant's rental unit is an invasion of privacy, and the Landlord remaining there against the Tenant's wishes constituted an ongoing pattern of harassment, as well as interference with the Tenant's reasonable enjoyment of the rental unit.
31. The parties had enjoyed an amicable landlord and tenant relationship for a number of years before the events of November 2019. The evidence suggests that the relationship was quite informal, and most of the important lease terms, such as how and when to pay the rent, whether internet or other utilities were included, and even the amount of rent, were not written down or definitively agreed in any written contract. Clearly, the parties had completely different understandings of the amount of monthly rent.
32. The Landlord believed that she was providing the Tenant with a bigger, better unit, in May, 2019, and this would mean a large increase in the rent he had been paying in his previous unit. He had always paid a few months in advance, and he did so in May, 2019, so the Landlord was not unduly concerned at that point. It became evident to her by October or November, 2019, that the Tenant had no intention of paying more than \$1,350.00 per month. The Landlord then made the bad decision to move into the rental unit.
33. The testimonies, and the documentary evidence, suggest that the Tenant was resigned to the Landlord moving in, and they even got along for a few days. It was only when the Tenant became outraged by the Landlord's actions that things escalated, the interactions were more heated, and the police were called to intervene.
34. The dates provided by each party were conflicting, but the evidence is, on a balance of probabilities, that there was an altercation that led to the Tenant locking out the Landlord and holding the door so she could not use her key. This occurred on or around November 16, 2019. The sequence of events recounted by the Tenant did not make any sense. For example, the Tenant said that the Landlord repeatedly came out and went in to the unit within the space of a few hours, and that she, a small, elderly woman, was able to push into the unit against him, a young man, and then run into the kitchen and threaten the Tenant with a knife. I prefer the testimony of the Landlord that she was locked out by the Tenant, something the Tenant himself admits, and she was unable to use her key, so she called the police. She probably left on November 16 or 17, early in the morning, and then she returned with building security to get her remaining belongings on November 18, 2019. The Landlord's account makes more logical and coherent sense, and it better accords with the documentary evidence of the texts.

35. There is no evidence to support the Tenant's claim of the Landlord's sexual intentions in moving in, or her sexual assault or assault of the Tenant. In fact, the documentary evidence of the Landlord's text in paragraph 14 above, submitted by the Tenant, proves, on a balance of probabilities, that the Landlord tried to have as little to do with the Tenant as possible. There is no other evidence that the Tenant felt threatened by the Landlord, or that she posed a danger to him. He let her move into the rental unit, and he only became enraged about it after she was there a few days. He had no evidence he called the police, and he had no police report. On this point, I prefer the Landlord's evidence that she called the police after the altercation.
36. Therefore, I do not find there is any evidence that proves, on a balance of probabilities, that the Landlord sexually assaulted or punched the Tenant, nor that the Landlord threatened the Tenant with a knife.
37. There is no documentary evidence to support the allegation that internet was included in the rent, or that the Landlord disconnected it in July, 2020.
38. Consequently, I find that the Tenant has proved, on a balance of probabilities, that the Landlord illegally entered the rental unit in order to harass and substantially interfere with the Tenant's reasonable enjoyment of the rental unit or the residential complex.

Remedy:

39. The Tenant requests \$35,000.00 for general damages.
40. The Tenant rightly felt that his privacy was invaded by the Landlord moving into the rental unit for 16 days. He had no other evidence of days off work, counselling, or other ongoing impact on his life.
41. There is no consistent approach to assessing general damages for Tenant applications. Most Tenant applications award a remedy in the form of a rent abatement. General damages are awarded as an extraordinary remedy. In the leading case of *Mejia v. Cargini*, 2007 CanLII 2801 (ON SCDC) ("*Mejia*"), the Court awarded \$4,000.00 for damages in addition to abatement of rent. That was a case that involved a violent assault on the Tenant that was condoned by the Landlord. I have found, above, that there was no violence or physical coercion involved in the events of November, 2019, except for the Tenant locking out the Landlord and holding the lock to prohibit her from using her key.
42. In *HOT-02167-17/TST-92271-18*, the hearing Member helpfully provides a legal framework for when, and how much general damages should be awarded for lock outs by the Landlord. Lockouts are stressful, high impact one-off events, similar to what happened in this case. The Member writes, "...it seems to me that the quantum of general damages normally awarded to compensate a tenant for an illegal lockout is \$2,500.00. That sum takes into account the inherent indignity of having one's home taken away, the time, effort, frustration, and stress of having to arrange food and accommodations while also seeking legal assistance; and the inconvenience and displacement of being without a home." He concludes that \$2,500.00 is not an automatic

sum, and that if more is being requested, it is upon the Tenant to show that the lockout had an unusually high impact.

43. This matter did not involve a lockout. However, the Landlord moving into the Tenant's rental unit would involve a similar feeling of indignity in having one's home taken away, and the inconvenience and displacement of being without a home, at least for the 16 day period in November, 2019.
44. Therefore, I find that \$2,500.00 is an appropriate remedy of general damages for the indignity suffered by the Tenant when the Landlord moved into his rental unit in November, 2019. The Tenant did not have any documentary or other evidence of the Landlord's actions having had an unusually high impact on his life, such as mental trauma, medications, or counselling.
45. It is also appropriate to award the Tenant 100% rent abatement for the period in which the Landlord lived in his home. Therefore, he is entitled to compensation of 100% X 16 days of rent (\$44.38 (per diem) X 16)= \$710.08.
46. This matter has taken a long time to come to a conclusion. The Landlord was not responsible for adjournments, which were mostly the result of scheduling overflow or insufficient time to hear a matter to its conclusion. The review was initiated by the Tenant because he was not present at the original L1 hearing. This, too, was not the Landlord's fault. Consequently, I do not find that the Landlord is responsible for the lengthy time required to bring these applications to completion.
47. The Tenant is not entitled to \$3,000.00 costs for all the adjournments.

**It is ordered that:**

L1 Application:

1. The Landlord's application is withdrawn.
2. The Board shall pay to the Tenant the amount of \$8,100.00 together with any accrued interest.

T2 Application:

3. The Landlord shall pay the Tenant \$2,500.00 general damages plus \$710.08 rent abatement, for a total of \$3,210.08.
4. The Landlord shall pay the Tenant the full amount owing by February 27, 2022.
5. If the Landlord does not pay the Tenant the full amount owing by February 27, 2022, the Landlord will owe interest. This will be simple interest calculated from February 28, 2022, at 2.00% annually on the balance outstanding.

6. If the Landlord does not pay the Tenant the full amount owing by February 27, 2022, the Tenant may recover this amount by deducting it from future rent.

**February 16, 2022**  
**Date Issued**

  
Nancy Morris  
Member, Landlord and Tenant Board

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

When the Board directs payment-out, the Canadian Imperial Bank of Commerce will issue a cheque to the appropriate party named in this order. The cheque will be in the amount directed plus any interest accrued up to the date of this order.