



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-067307-25

In the matter of: 3712, 17 Bathurst St
Toronto ON M5V0N1

Between: Yixiong Cai Tenant
Mengge Duan

And

Yanning Wang Landlord

Yixiong Cai and Mengge Duan (the 'Tenant') applied for an order determining that Yanning Wang (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 12, 2026.

Only the Tenant attended the hearing.

As of 10:25 a.m., the Landlord 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 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 \$300.00 for the return of the key deposit and the \$53.00 application filing fee.
2. The Tenant gave the Landlord a \$300.00 key deposit on June 15, 2024, shortly before his tenancy began on July 1, 2024.
3. The Tenant vacated the rental unit on June 30, 2025, and left the keys on the table of the rental unit for the new tenant.
4. The Tenant inquired about the return of the key deposit, and on July 24, 2025, the Landlord told the Tenant he was applying the key deposit as a cleaning fee as he felt like the unit was not left clean enough for the next tenant.

Analysis

5. Section 134 of the Act states:

- (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,
- (2) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.

6. However, section 17 of the General Regulation under the Act (O. Reg. 516/06) provides a list of exemptions from section 134 of the Act, including a “payment for a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs”.
7. This means that the Landlord is entitled to collect a fee for a key deposit which he did for \$300.00. But, the Landlord is not entitled to use that key deposit and apply it towards a cleaning fee. There are no exemptions under the Act that permit the Landlord to collect cleaning fees.
8. The Tenant’s testimony is that he gave the Landlord a \$300.00 key deposit, returned the keys at the end of his tenancy, and was not returned his key deposit.
9. Therefore, based on the uncontested evidence before me, and on a balance of probabilities, the Landlord has unlawfully retained the key deposit which shall be returned to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$353.00. This amount represents:
 - \$300.00 for the illegal charge collected.
 - \$53.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by January 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by January 26, 2026, the Landlord will owe interest. This will be simple interest calculated from January 27, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

January 15, 2026
Date Issued

Paula West Oreskovich
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.