



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-047855-23-**AM**

In the matter of: 10B MARILYN AVE
SCARBOROUGH ON M1S1C1

Between: Jialin Dai Tenant

And

Calvin **Chan** Landlord

This order amends the original order issued on December 11, 2025, which contained a clerical error. All changes to the original order are issued in underlined and bolded script.

T1 Application

Jialin Dai (the 'Tenant') applied for an order determining that Calvin Chen (the 'Landlord') collected or retained money illegally.

T2 Application

Jialin Dai (the 'Tenant') applied for an order determining that Calvin Chen (the 'Landlord'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened, or interfered with the Tenant.

T5 Application

Jialin Dai (the 'Tenant') applied for an order determining that Calvin Chen (the 'Landlord') gave a notice of termination in bad faith.

This application was heard by videoconference on December 4, 2025.

Only the Tenant's legal representative, Yun Tao Li, attended the hearing.

As of 3:36 p.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.

Preliminary Issue

1. At the hearing, the Tenant's legal representative requested that the T2, and T5 application be withdrawn.
2. In accordance with subsection 200(4) of the Act, I consent to the withdrawal of the L1 application.
3. Therefore, we proceeded to hear the merits of the T1 application only.

Determinations:

4. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$1,876.82.
5. The rental unit is a room in a rooming house. The tenancy commenced on August 15, 2021. The monthly rent is \$900.00. The tenancy terminated on June 3, 2023.

Rent deposit not applied to last month of tenancy

6. The Tenant's legal representative submitted that the Tenant paid the Landlord \$900.00 for a last month rent deposit on August 15, 2021, the tenant vacated the rental unit on June 3, 2023, and the Landlord did not apply the last month.
7. The Landlord continues to hold the Tenant's last month's rent deposit of \$900.00. Subsection 106(10) of the Act states:

A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

8. The Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006* (the 'Act').
9. Given that the tenancy terminated on June 3, 2023, the Tenant's last month's rent deposit shall be applied to last rent period before that date. Therefore, I am satisfied that the Landlord illegally charged the Tenant rent for May 2023. The Tenant is entitled to \$900.00 representing the return of May's rent that was covered by the last month's rent deposit.
10. The Landlords collected rent in excess of the amount allowed by the Act totalling \$900.00.

Interest on rent deposit owing

11. At the hearing the Tenant's legal representative, submitted that the Tenant paid the Landlord a rent deposit of \$900.00 on August 15, 2021. A copy of the lease was submitted into evidence to show a deposit was paid.
12. The Tenant's legal representative submitted that the Landlord has not paid the Tenants interest on the rent deposit.

13. Subsection 106(6) of the Act requires that a landlord pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the rent increase guideline.
14. I have no reason to doubt the Tenants' legal representative's submission with respect to this matter. I therefore find that the Landlord failed to pay the Tenants interest on the rent deposit as required by subs.106(6) of the Act.
15. I have calculated the amount of interest owed to the Tenants to be \$28.82.

Compensation for N12 or N13 Notice owing

16. The Landlord gave the Tenant a notice of termination under section 50 of the *Residential Tenancies Act, 2006* (the 'Act') and did not pay the Tenant the compensation required by the Act.
17. There is no dispute that an N13 notice was not given to the Tenants. The issue before me was whether the communication between the parties amounted to a notice of termination under section 50(1).
18. If the communication between the parties amounted to a notice of termination under section 50(1), the Landlord was required to pay compensation to the Tenant. It is undisputed that no compensation was paid.
19. Subsection 37(1) of the Act states "a tenancy may be terminated only in accordance with this Act", which means a tenancy can only be terminated by proper notice, by way of an agreement between the Tenants and the Landlord, or by way of an order issued by the Board.
20. Section 43(1) of the Act states: Where this Act permits a landlord or tenant to give a notice of termination, a proper notice shall be in a form approved by the Board and shall,
 - (a) identify the rental unit for which the notice is given;
 - (b) state the date on which the tenancy is to terminate; and
 - (c) be signed by the person giving the notice, or the person's agent.
21. Section 212 of the Act provides that substantial compliance with the Act respecting the contents of forms, notices or documents is sufficient. Therefore, in some circumstances it may not be necessary for a landlord to use a Board approved version of the forms in order for a notice to be valid so long as the specific information required on the notice, such as the address, length of notice period, termination date etc., substantially complies with the statutory requirements.
22. The Tenants' Representative submitted that communications between the Tenant and Landlord substantially complied with notice required under section 50 of the Act as the Landlord indicated the Tenants had to move out in accordance with a timeline because the rental unit was being renovated so that the Landlord can sell the property.

23. A text message from the Landlord to the Tenant, on May 31, 2023, states: "I need to renovate and sell the house" and "All of you need to move out until the end of June."
24. Based on the evidence before me, I find the Landlord intended to and did provide the Tenant with a notice of termination intended to terminate the tenancy due to the demolition of the rental unit. This communicate constitutes the essential elements of a notice of termination served under section 50(1)(a) of the Act.
25. I also find the Tenants subsequently vacated the rental unit as a direct result of the Landlord's notice of termination.
26. While there was no specific termination date on the Landlord's text message to the Tenant, the Landlord indicated a time frame of end of June and contemplating that, the Tenants agreed to vacate June 3, 2023. While there was no rental unit identified, there was no doubt which rental unit the parties were communicating about. I find the lack of signature irrelative as the text message came from the Landlord's personal phone number.
27. A landlord should not be permitted to serve a notice of termination claiming it is due to demolition and request the tenant to vacate the rental unit because of this reason, and at the same time not be required to pay the mandated one month's compensation on the ground their notice of termination was invalid.
28. Based on the above circumstances, I find the Landlord gave the Tenants what amounts to a notice of termination under section 50 of the Act.
29. Section 52(2) requires the Landlord to pay compensation equal to one month's rent if: (1) a notice of termination for demolition is given to the tenant on or after July 2020; (2) the residential complex contains fewer than five units; and (3) the demolition was not ordered to be carried out under the authority of any other Act.
30. All of these criteria are met here. Therefore, the Landlord will be ordered to pay the Tenants one month's rent in the amount of \$900.00 pursuant to section 52(2) of the Act.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,876.82. This amount represents:
 - \$900.00 for the last month's rent deposit.
 - \$900.00 for the compensation owing.
 - \$28.82 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by December 22, 2025.
3. If the Landlord does not pay the Tenant the full amount owing by December 22, 2025, the Landlord will owe interest. This will be simple interest calculated from December 23, 2025, 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 Amended

December 11, 2025
Date Issued

Teresa Hunt
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.