



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-055305-25

In the matter of: 1601, 11 St Joseph St
Toronto ON M4Y3G4

Between: Xin Weng Tenant

and

Zili Yi Landlord

Xin Weng (the 'Tenant') applied for an order determining that Zili Yi (the 'Landlord') collected or retained money illegally. **(T1 Application)**

The Tenant also applied for an order determining that the Landlord:

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant. **(T2 Application)**

An Adjudicative Case Conference ('ACC') was heard by videoconference on January 6, 2026.

Only the Tenant attended the ACC.

As of 4:12pm, the Landlord was not present or represented at the ACC although properly served with notice of this ACC by the LTB. There was no record of a request to adjourn the ACC. As a result, the ACC proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the applications on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$3,466.21

T1 Application

Illegal Deposit

2. The monthly rent was \$3,650.00. The Tenants provided the Landlord the sum of \$7,300.00 for first and last month's rent prior to commencement of the tenancy. Four days later, the Landlord instructed that they send an additional deposit of \$14,600.00, representing a deposit of four months rent. The Tenant's sent this amount to the Landlord as requested.

3. Section 106(2) of the *Residential Tenancies Act, 2006* (the 'Act') states that the amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.
4. Based on the Tenant's uncontested evidence, I find, on a balance of probabilities, that the Landlord collected a rent deposit in excess of the amount allowed by the Act. The Tenant paid a total deposit of 5 months rent, in addition to the last month rent deposit. As the first month deposit was used for the rent for August 2024 and the remaining four month deposit was used for the rent for March, April, May and June 2025, I find the deposit is no longer being retained by the Landlord and the Tenant is accordingly not entitled to any remedy for this issue.

Last Month Rent Deposit

5. The Tenant alleges that the Landlord did not apply the last month's rent deposit to the last month of the tenancy. She testified that she notified the Landlord in December 2024 and again in February 2025 that she would be vacated at the end of June 2025.
6. There are three sections of the Act that apply to the matter before me. They are as follows:

88 (1) If a tenant abandons or vacates a rental unit without giving notice of termination in accordance with this Act and no agreement to terminate has been made or the landlord has not given notice to terminate the tenancy, a determination of the amount of arrears of rent owing by the tenant shall be made in accordance with the following rules:

If the tenant vacated the rental unit after giving notice that was not in accordance with this Act, arrears of rent are owing for the period that ends on the earliest termination date that could have been specified in the notice, had the notice been given in accordance with section 47, 96 or 145, as the case may be.

.....

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

44 (4) A notice under section 47, 58 or 144 to terminate a tenancy for a fixed term shall be given at least 60 days before the expiration date specified in the tenancy agreement, to be effective on that expiration date.

7. Taken together these sections mean that, when the Tenant terminated this fixed term tenancy, they were required to give the Landlord notice at least 60 days before the end of the fixed term. In this case, the end of the fixed term as July 31, 2025. As they failed to do that, the Tenant is liable for any arrears of rent owing until the end of the fixed term, subject to the Landlord's obligation to mitigate their damages pursuant to section 16 of the Act. In other words, as the Tenant gave improper notice to terminate the tenancy, they are

liable for any rent owing until the end of the fixed term, or until the Landlord was able to find a new tenant to rent the unit.

8. Section 88(4) of the Act requires me to consider whether the Landlord took reasonable steps to mitigate its losses. The Tenant's uncontested evidence was that rather than take steps to re-rent the unit, the Landlord told her she could not terminate early and had to pay an agent fee. Therefore, as the Landlord failed to take steps to mitigate their loss, the Landlord was obliged to reimburse the Tenant for the last month's rent deposit, which would have covered the rent for July 2025.
9. As the Landlord already returned \$3,475.79 of the deposit to the Tenant prior to the hearing, the Landlord will be ordered to reimburse the Tenant the remaining \$174.21.

Illegal Charge

10. The Tenant testified that the Landlord required her to send the deposit by wire transfer and that the Landlord would not accept payment by any other method. The Landlord required her to send a \$17.00 wire transfer fee for each deposit payment. The Tenant submitted copies of the WhatsApp conversations with the Landlord's Agent, William, showing confirmation of the Tenant's payment of both deposit amounts as well as the \$17.00 wire transfer fee for two of the transactions.

11. Section 134(1) of the Act states:

134 (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) 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;

12. This means that a landlord cannot charge any kind of fee other than rent to a tenant. However, the section uses the phrase "unless otherwise prescribed" which means fees can be charged if they are specifically permitted in the regulations of the Act. The permitted charges are set out in section 17 of *Ontario Regulation 516/06*. The list of exemptions does not include a charge for a wire transfer.
13. Therefore, I find that the Landlord breached section 134 of the Act by collecting from the Tenant additional charges in the sum of \$34.00 for wire transfer fees. The Landlord will be ordered to return this amount to the Tenant.

T2 Application

Toilet

14. The Tenant testified that on August 24, 2024, she notified the Landlord that one of the toilets was leaking. She testified that the first time someone came to investigate the issue

with the toilet was on September 10, 2024 and the issue was then resolved on September 14, 2024.

15. Pursuant to section 20(1) of the Act:

A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.

16. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA 477 ('*Onyskiw*'), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of section 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

17. I do not find the Landlord's response to the issue was reasonable in the circumstances. While the toilet was fixed within 4 days of inspecting it, there was no explanation provided for the 17-day delay from when the Landlord was notified the issue and when they finally sent someone to inspect in response to the Tenant's complaint. Therefore, I find that the Landlords were in breach of their maintenance obligations as they had been informed and were aware of the issue, and their response to the issue was not timely nor reasonable.

18. As the Tenant filed this application pursuant to section 22 of the Act, the question to be determined on this application is whether the toilet issue resulted in a substantial interference of the Tenant's reasonable enjoyment of the rental unit.

19. In this case, the Tenant had another fully functional toilet in the rental unit that they could use. Therefore, I am not satisfied that the inconvenience related to the disrepair of the toilet rises to the level of substantial interference of reasonable enjoyment. Therefore, this portion of the Tenant's application is dismissed.

Refrigerator

20. The Tenant testified that on September 8, 2024, she reported to the Landlord that the fridge was not functioning very well and had a bad smell, but not a food related bad smell. She testified that the Landlord's Agent attended two days later and placed items in the fridge to assist with the smell. The Landlord's Agent did not conduct any repairs.

21. The Tenant testified that on September 14, 2024 another individual came and instructed the Tenant to defrost the fridge to repair it. She testified that she informed the Landlord again on September 21, 2024 that although she followed the instructions to defrost it, it was still not working. The fridge was eventually replaced on October 11, 2024.

22. As stated in paragraph 16, the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of section 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.

23. Overall, I do not find the Landlord's response to the issue reasonable in the circumstances. When the Landlord initially responded to the issue, they made no effort to investigate the cause of the smell or look into the Tenant's complaint regarding the functionality of the fridge. Additionally, despite follow-up from the Tenant on September 21, it was still nearly three weeks before the fridge was replaced.
24. Therefore, I find that the Landlords were in breach of their maintenance obligations as they had been informed and were aware of the issue, and their response to the issue was not timely nor reasonable.
25. The next question to be determined is whether the refrigerator issue resulted in a substantial interference of the Tenant's reasonable enjoyment of the rental unit.
26. The Tenant testified that they incurred increased food costs because the refrigerator did not work.
27. Based on the uncontested evidence of the Tenant, I find that the disrepair of the refrigerator substantially interfered with the Tenant's reasonable enjoyment of the rental unit. Not having use of a working refrigerator is more than a minor inconvenience as it prevents the Tenant from being able to keep any food in the rental unit that needs to be refrigerated, significantly limiting the Tenant's ability to cook at home.

Locker

28. The Tenant testified that she was supposed to have use of a locker in the building for storage. The Landlord sent her a locker number which she was unable to locate in the building. She made multiple requests to the Landlord to confirm where exactly the locker is located or provide her with the correct locker number as she could not find any locker with the number provided by the Landlord. The Landlord simply told her that building security should know and then stopped responding to her inquiries. Although she asked, security was unable to assist her.
29. She testified that because she did not have use of the locker, she had to store everything in her room as she shared the unit with other roommates, so she had limited space to store her larger belongings. She had to squeeze all her painting items, musical instruments and other items into her bedroom, crowding the space.
30. Based on the Tenant's uncontested evidence, I find that the Landlord's refusal to provide a correct locker number or locker location substantially interfered with the Tenant's reasonable enjoyment of the rental unit. She had to live with substantial items crammed into her bedroom because she had no where else to store these belongings, despite having agreed to additional storage space in the tenancy agreement.

Harassment

31. The Tenant testified that the Landlord and their agent harassed her throughout her entire occupancy. She testified that whenever she contacted the Landlord or their agent regarding an issue, the Landlord would take several days to respond and would not respond to her inquiry but rather direct her to just read her lease. They would also tell her if

she doesn't like it, to go to the Landlord and Tenant Board. She testified that when she tried to give notice to vacate a month early, the Landlord told her she was not allowed to unless she paid an agent fee. The Tenant testified that the Landlord also withheld the keys to the unit from the Tenant at the commencement of the tenancy until she paid the additional four-month deposit they demanded. When the Tenant tried to cancel the agreement due to the illegal request for an additional deposit, the Landlord's Agent indicated that if she did, the Landlord would keep the deposit already paid.

32. The legal test for harassment generally applied in the LTB jurisprudence is that harassment is a course of vexatious comment or conduct towards another which one knows or ought to know would be unwelcome by the other person, which is pursued for no legitimate lawful purpose¹.
33. The Landlord knew or ought to have known that dismissing the Tenant's concerns and telling her to just go to the Landlord and Tenant Board and trying to force the Tenant to pay illegal fees if she wants to leave would be unwelcome by the Tenant. These comments serve no reasonable or legitimate purpose but rather appear to attempt to extort additional prohibited charges from a tenant in a desperate state escape a situation with their landlord.
34. Additionally, the Landlord deliberately withheld vacant possession of the rental unit from the Tenant while coercing her into paying an additional four month rent deposit. Any reasonable person would find this behaviour harassing in the circumstances.

Remedies

35. At the hearing, the Tenant requested a 20 to 25% rent abatement from August 1, 2024 to December 31, 2024 for the harassment, repair issues and not having access to the storage locker. After considering the impact on the Tenant and the evidence presented at the hearing, I find a rent abatement of 25% of the rent payable during that period is reasonable in the circumstances for the harassment during this time.
36. A 25% rent abatement for 153 days at the daily rent amount of \$120.00 is \$4,590.00. However, in the application, the Tenant only claimed a rent abatement of \$3,00.00 and the Landlord was not put on notice that the Tenant would be claiming additional remedies. I am therefore limited to awarding only the amount claimed in the application. Therefore, the Landlord shall pay the Tenant \$3,000.00 for the harassment.
37. While I would have awarded an additional abatement for the other issues the Tenant proved in this application, the Tenant did not claim an additional rent abatement in the application and therefore, none will be awarded.
38. The Tenant also requested out-of-pocket expenses in the amount of \$500.00 which they incurred due to the Landlord's behaviour.
39. The Tenant testified that she lost her food in the refrigerator due to the disrepair issues, the value of which was approximately \$200.00. I am satisfied on a balance of probabilities that the Tenant incurred an out-of-pocket expense to replace food that perished in the

¹ *Grimard v. Knight*, ORTHD No 62; *O'Grady v. 6891799 Canada Inc.*, 2023 ONLTB 25933 (Canlii), para 70

refrigerator due to the Landlord's delay in completing the repair. Therefore, the Landlord shall be ordered to reimburse the Tenant for this cost.

40. The Tenant also requested \$300.00 in medical expenses. Shew testified that she experienced medical issues due to the Landlord and their agent's behaviour, resulting in having to pay for prescription medications.

41. To find that the Tenant is entitled to reimbursement for out-of-pocket expenses, I must be satisfied that the expense was incurred as a direct result of the Landlords' behaviour. The Tenant produced copies of the receipts for the prescriptions but did not produce any medical documentation, such as a doctor's note, to explain the reason for the medication and that it was the result of the Landlord and their agent's behaviour. While I have no doubt that the Tenant experienced increased stress due to the Landlord and their agent's behaviour, I find that the evidence is insufficient to demonstrate that the health issues were a direct result of the Landlord and their agent's behaviour. The Tenant's claim for this out-of-pocket expense is therefore denied.

42. The Tenants incurred costs of \$58.00 for filing the application and is entitled to reimbursement of those costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,466.21. This amount represents:
 - \$174.21 for the deposit retained by the Landlord illegally.
 - \$34.00 for the illegal charges collected.
 - \$3,000.00 for a rent abatement.
 - \$200.00 for the estimated reasonable out-of-pocket expenses the Tenant has incurred.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 1, 2026, the Landlord will owe interest. This will be simple interest calculated from February 2, 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 21, 2026

Date Issued

Candace Aboussafy

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.