



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-008215-25

In the matter of: 201, 180 George
Ottawa ON K1N0G8

Between: Qing Zhang Tenant

And

Liu Yanjun Landlord

Qing Zhang (the 'Tenant') applied for an order determining that Liu Yanjun (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on July 30, 2025.

Only the Tenant and the Tenant's legal representative, Vinh Nguyen, attended the hearing.

As of 9:52am, 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 the Tenant \$2,548.00, representing the last month's rent deposit of \$2,500.00 and the cost of filing the application of \$48.00.
2. The Tenant's evidence, supported by the T1 application, Schedule A and the documentary exhibits, establishes that she entered into a one-month fixed term tenancy with the Landlord for the rental unit at 201 - 180 George Street, Ottawa, from December 15, 2024 to January 15, 2025.
3. The Tenant paid the Landlord a rent deposit of \$2,500.00 by way of electronic transfer in early December 2024. This payment is corroborated by the Tenant's bank records and by the narrative set out in Schedule A.
4. The evidence satisfies me that the parties clearly agreed that the tenancy would end on January 15, 2025. The Tenant's Schedule A and the translated WeChat messages show

that the one-month term from December 15, 2024 to January 15, 2025 was discussed, agreed to and later reconfirmed by both parties on January 5, 2025.

5. On January 13, 2025 the Landlord attempted to add a new condition that the Tenant's move-out would be subject to a satisfactory inspection by a third-party cleaning company. This requirement was not contained in the signed lease. The Tenant credibly testified, and the messages confirm, that she proposed a number of inspection times before January 15, 2025, but the Landlord did not schedule an inspection before the agreed end of the tenancy.
6. The Tenant vacated the rental unit on January 14, 2025 and provided written notice to the Landlord that the unit had been vacated. I accept the Tenant's uncontradicted evidence that all keys were returned and that she gave up possession as of that date.
7. On January 15, 2025 the Tenant demanded that the Landlord return the \$2,500.00 deposit. Instead of doing so, the Landlord took the position that the tenancy had converted to a monthly tenancy, that the Tenant was required to give 60 days' notice to terminate, and that the deposit would not be returned.
8. Section 106 of the Act permits a landlord to require a rent deposit of up to one month's rent, but subsection 106(10) requires that the landlord apply that rent deposit to the rent for the last rent period of the tenancy before it terminates. The Act does not entitle a landlord to keep a rent deposit after the tenancy ends, nor to convert a rent deposit into a damage or security deposit.
9. Under section 134(1) of the Act, read together with the applicable regulation, a landlord is prohibited from collecting or retaining any fee, premium or other like amount that is not expressly permitted by the Act. Damage or security deposits are not prescribed charges and are therefore illegal.
10. In addition, subsection 37(3) of the Act provides that a notice of termination is not required where the landlord and the tenant have agreed to terminate the tenancy. The authorities filed by the Tenant confirm that, where there is a clear agreement on an end date, the tenancy can terminate under section 37(3) without formal notice and the landlord must then return or apply any last month's rent deposit.
11. Accordingly, 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 Act. The Tenant has therefore proven the application under section 135, and it is appropriate to order repayment of the full \$2,500.00 deposit and reimbursement of the \$48.00 filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,548.00. This amount represents:
 - \$2,500.00 for 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 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

Colin Elsby
Member, Landlord and Tenant Board

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