



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-063319-25

In the matter of: 506, 8 WELLESLEY ST E
TORONTO ON M4Y3B2

Between: Abhinav Aggarwal Tenant

And

Xin Chen Landlord

Abhinav Aggarwal (the 'Tenant') applied for an order determining that Xin Chen (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 13, 2026.

The Landlord and the Tenant attended the hearing. The Tenant consulted with tenant duty counsel before the hearing.

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 \$2,375.12.
2. The Tenant is seeking the return of the last month's rent deposit, interest accrued thereon and \$300.00 key deposit.
3. The Landlord did not contest that he owed the Tenant \$300.00 for the key deposit, in fact he had attempted to return the deposit to the Tenant.
4. The issue to be decided then is whether the Landlord owes the Tenant the last month's rent deposit.
5. The Tenant alleged that the Landlord failed to respond to the Tenant's request to assign the rental unit, and the Tenant was entitled to end the tenancy early, and as such, is entitled to the last month's rent deposit.

Facts:

6. The parties entered into a one-year lease agreement commencing September 1, 2023 and ending on August 31, 2024. The lawful monthly rent was \$2,600.00

7. The Tenant moved into the rental unit on September 1, 2023 and moved out on August 8, 2024.
8. On June 30, 2024, the Tenant sent an email to the Landlord informing the Landlord, that he did not wish to renew the lease. This email included an N9 notice of termination with the termination date of August 31, 2024. In the email the Tenant also asked the Landlord for the Landlord's consent to assign the rental unit.
9. The Tenant sent this email to the email address provided in the written lease as the Landlord's address for serving documents.
10. The Landlord did not respond to the Tenant's request to assign the tenancy. As a result, on July 9, 2024 the Tenant gave the Landlord a new notice of termination N9 with the termination date of August 8, 2024.
11. The Tenant moved out on August 8, 2024, pursuant to this second N9 notice of termination.
12. The Landlord explained that he did not see the email of June 30, 2024, and as such was not aware of the Tenant's request to assign. According to the Landlord, he was not expecting communications from the Tenant by email, because in the past, the parties had generally communicated by telephone and text.
13. The Landlord, however, received the Tenant's email of July 9, 2024 with the N9 terminating the tenancy on August 8, 2024. The Landlord then searched his email log only to discover that he had inadvertently put the email of June 30, 2024, into the junk folder as he did not recognize the email to be from the Tenant.
14. After receiving the Tenant's notice of termination, the Landlord immediately started looking for a new tenant. A new tenant moved into the rental unit on August 26, 2024.

Law:

15. Section 95(4) (b) of the *Residential Tenancies Act*, 2006 (the 'Act') states in part that a tenant may give the landlord a notice of termination under section 96 if the tenant asks the landlord to consent to an assignment of the rental unit and the landlord does not respond within seven days after the request is made;
16. Section 96(1)(b) of the Act states in part that a tenant may give the landlord a notice of termination within 30 days after the date a request is made if, the tenant asks the landlord to consent to an assignment of the rental unit and the landlord does not respond within seven days after the request is made.
17. Section 96(2) of the Act states that the date for termination specified in the notice shall be at least a number of days after the date of the notice that is the lesser of the notice period otherwise required under this Act and 30 days.
18. The following sections of Act apply to last month's rent deposit:
19. Section 105:

The only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106

20. Section 105(6):

A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline

21. Section 106(10):

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.

22. And finally, Rule 3.1 of the LTB Rules of Practice states that in addition to methods of service identified in the Act a document may be served on a person or party, by email if the person or party receiving it has consented in writing to service by email.

Analysis:

23. In this case, the Landlord consented to receiving documents by email in the written lease agreement entered into by the parties.

24. As such, I find that the Tenant gave the Landlord the notice of termination in accordance to the rules.

25. When a landlord provides an email address as a method of receiving documents, it is the landlord's responsibility to monitor that email. The Landlord did not.

26. The Tenant further complied with the requirements of the Act, by requesting the Landlord's consent to assign the rental unit. When the Landlord did not respond within the seven-day prescribed time period, the Tenant was entitled to give the Landlord a 30-day notice of termination in accordance with sections 95(4) and 96 (1) and 96(2) of the Act.

27. As such, I am satisfied that the tenancy terminated on August 8, 2024.

28. It was not disputed that the Landlord collected the last month's rent deposit in the amount of \$2,600.00. The last month's rent deposit must be applied the last rent period before the tenancy terminates as set out in subsection 106(10) of the Act. As the tenancy terminated on August 8, 2024, the Landlord was obligated to apply the last month's rent deposit to the last month of the tenancy and return to the Tenant the part of the last month's rent deposit that was not applied to the last month of the tenancy, that is from August 9, 2024 to August 31, 2024. I calculated this amount to be \$1,966.03 ($\$2,600.00 \times 12:365 \times 23$).

29. The Landlord is also obligated to return the interest on the last month's rent deposit as set out in section 105(6) of the Act from the date it was collected until it was applied, that is from September 1, 2023 to August 8, 2024, I calculated this amount to be \$61.09.

30. The Landlord must also return the key deposit in the amount of \$300.00.

31. The Tenant also incurred costs of \$48.00 for filing the application, and is entitled to be reimbursed for those costs.

It is ordered that:

1. The total amount the \$2,375.12. This amount represents:
 - \$1,966.03 for the last month's rent deposit.
 - \$61.09 for interest on the last month's rent deposit.
 - \$300.00 for the key deposit
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by February 10, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by February 10, 2026, the Landlord will owe interest. This will be simple interest calculated from February 11, 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 30, 2026
Date Issued

Jana Rozehnal
Member, Landlord and Tenant Board

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