



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-050115-25

In the matter of: 501, 298 JARVIS ST
TORONTO ON M5B2M4

Between: Ada Liu Tenant

And

Ken Ng Landlord

Ada Liu (the 'Tenant') applied for an order determining that Ken Ng (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 4, 2026.

Only the Tenant's legal representative Talitha Viegas Borges and the Tenant attended the hearing.

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 \$2,628.00.
2. The Tenant testified that she entered into a sublet agreement with the Landlord, with the subtenancy to commence on September 1, 2024, at a monthly rent of \$1,290.00. The Landlord has an existing tenancy agreement with the owner of the rental unit, Fei Chen, which began on May 1, 2024. A copy of the sublet agreement between the Landlord and the Tenant was entered into evidence.
3. On August 4, 2024, the Tenant transferred \$2,580.00 to the Landlord by e-transfer for first and last month's rent. A text message from the Landlord confirming receipt of the funds was entered into evidence.

4. On August 16, 2024, the Tenant experienced a change in circumstances that prevented her from moving into the rental unit. She communicated with the Landlord regarding the possibility of assigning the sublet agreement. Shortly thereafter, the Tenant located an individual willing to take over the sublet; however, the Landlord subsequently stopped responding to that individual. A text message exchange between the prospective assignee and the Landlord, dated August 24, 2024, was entered into evidence.
5. On multiple occasions prior to September 1, 2024, the Landlord advised the Tenant by text message that he intended to refund the first and last month's rent. The Landlord provided various explanations for the delay, including that the funds were locked in a GIC. The text message exchange regarding the promised refund was entered into evidence.
6. The Tenant did not move into the rental unit on September 1, 2024. The Tenant does not know whether the Landlord re-rented the unit to another individual, as required by section 16 of the *Residential Tenancies Act, 2006* (the "Act"). The Landlord did not attend the hearing and provided no evidence regarding any efforts to mitigate losses.
7. Subsection 135(1) of the Act provides:
135(1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the Tenant Protection Act, 1997.
8. Subsection 135(3) of the Act further provides:
135(3) A subtenant may apply to the Board for an order under subsection (1) as if the subtenant were the tenant and the tenant were the landlord.
9. I find that the Landlord retained money in contravention of the Act within the meaning of s. 135(1) of the Act. On the uncontested evidence, the subtenancy did not commence, and the Landlord repeatedly undertook in text messages to refund the advance rent but failed to do so. The Landlord did not attend and provided no evidence of reasonable steps to mitigate, including after the Tenant produced a ready, willing, and able assignee with whom the Landlord ceased communications. In these circumstances, the Landlord had no ongoing entitlement to retain the funds. Accordingly, the Landlord shall repay the Tenant \$2,580.00 representing the first and last month's rent collected.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,628.00. This amount represents:
 - \$1,290.00 for the illegal charge collected.
 - \$1,290.00 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 22, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by February 22, 2026, the Landlord will owe interest. This will be simple interest calculated from February 23, 2026 at 4.00% annually on the balance outstanding.

February 11, 2026
Date Issued

Brett Lockwood
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.