



Order under Section 135 Residential Tenancies Act, 2006

Citation: Du v EF Properties Ltd., 2026 ONLTB 16628

Date: 2026-02-24

File Number: LTB-T-076044-25

In the matter of: Suite 2003, 55 SCOLLARD ST
TORONTO ON M5R0A1

Between: Aize Du

Tenant

And

EF Properties Ltd.
Frank Astone
Enzo Astone

Landlords

Aize Du (the 'Tenant') applied for an order determining that EF Properties Ltd., Frank Astone and Enzo Astone (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 19, 2026.

Only the Tenant's Legal Representative Cuiwen and the Tenant assisted by their son Jackey Chen to translate attended the hearing.

The Landlord was not present or represented at the hearing. 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. The Notice of Hearing the Board sent to the Landlord had been returned as undeliverable marked as "moved".
2. The Tenant submitted that when they reviewed this returned notice in the Portal that they emailed the Landlord Enzo Astone on February 12, 2026, to provide them a copy of the Notice of Hearing and the evidence they intended to rely upon at this hearing. See DOC-7397656.
3. The Tenant submitted that the Landlord's Agent Enzo Astone contacted them via telephone after they received the February 12, 2026, email. The Landlord stated that they would be seeking an adjournment for this hearing.

4. There is no request to reschedule the hearing in the Portal. There was also no one on behalf of the Landlords in attendance to seek an adjournment.
5. The Tenant also referred to their document brief found at DOC-7397644 beginning at page 75 is the Ontario Profile Report for the Landlord produced on February 11, 2026, that shows the Landlord's address as the same address in this application where mail was returned as undeliverable.
6. The corporate profile report shows Enzo Astone as Present and Frank Astone as the Secretary/treasurer of the corporation.
7. Section 202 (1) provides that the Board may disregard the separate corporate existence of the participants to ascertain the real substance of all transactions and activities and the good faith of the participants.

In making findings on an application, the Board shall ascertain the real substance of all transactions and activities relating to a residential complex or a rental unit and the good faith of the participants and in doing so,

(a) may disregard the outward form of a transaction or the separate corporate existence of participants; and

(b) may have regard to the pattern of activities relating to the residential complex or the rental unit.

8. In looking at the transactions in this tenancy, it would appear that Enzo Astone and Frank Astone are the directing minds behind the corporation. They had hid the corporate address from the Tenant and they have caused the corporation through their real estate agents to collect an unlawful charge, have refused to refund those charges after the Tenant vacated.
9. In accordance with the Board's Rules of Procedures at Rule 1.6 the Board may amend an application on its own motion, add a party and take any other action appropriate in the circumstances.
10. Therefore, I am amending the application to add Enzo Astone and Frank Astone as Landlord's.
11. The Tenant also referred to the Lease agreement at DOC-6373108 where the Landlord failed to include their address. This is contrary to section 12(1) of the Act.

Every written tenancy agreement entered into on or after June 17, 1998, shall set out the legal name and address of the landlord to be used for the purpose of giving notices or other documents under this Act.

12. Beyond a public opprobrium to admonish a Landlord for deliberately withholding an address for service of documents or in not keeping their corporate records up to date, there is little the Board can do to encourage a Landlord to comply with their obligations under the Act where they appear to be deliberately showing a blatant disregard for the Act. There is simply no deterrent remedy available to encourage compliance for this particular breach.

13. In this case, since the lease agreement was prepared by a real estate agent, either Janice Fox of Hazelton Real Estate Inc., or Glory Jian of Master's Trust Realty Inc., that it may be for the Real Estate Council of Ontario to sanction a real estate agent that either failed to include the Landlord's address, or deliberately excluded it in the lease agreement. That will remain for them to decide should the matter be referred to them. They also included 'voluntary' provisions in the lease that are inconsistent with the Act. This is an issue that the Divisional Court has viewed as an imbalance of bargaining power. It is more likely the Tenant was required to sign this or else not get the lease. More importantly, the Tenant may have been taken advantage of because they do not speak English and do not read English and yet were asked to sign a lease agreement drafted in English.
14. As a result, I was satisfied on a balance of probabilities that the Landlord's Agent and Landlord Enzo Astone was aware of this proceeding, although they chose not to attend the hearing; did not request to reschedule the hearing and did not have a legal representative or agent attend to seek an adjournment.
15. The Tenant requested that the damage deposit and key deposit in the amount of \$30,250.00 be returned.
16. The Tenant paid to the Landlord in total, \$185,050.00 in advance for a 12-month lease. The lawful rent was \$12,900.
17. The Tenant testified that after they vacated the rental unit on June 20, 2025, they returned the keys to their real estate agent Glory Jiang, who in turn gave the keys to the building concierge on June 23, 2025.
18. Section 134(1) provides that a damage deposit is prohibited.
 - (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;
 - (b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or
 - (c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit.
19. Section 4(1) of the Act provides that a provision in a lease agreement is void that is inconsistent with the Act.

If a provision of this Act conflicts with a provision of another Act, other than the Human Rights Code, the provision of this Act applies.

20. The Tenant referred to the lease agreement at page 5 bottom of the page where the Tenant had voluntarily agreed to pay the landlord a deposit of \$30,000.00 for damages. This provision is inconsistent with the Act; the Landlord could not ask for one, and the Landlord should not have accepted one.
21. The same lease agreement at page 5, also indicated that the Tenant voluntarily agreed to pay an extra 10 months rent in advance to the Landlord. That too is inconsistent with the Act. Interest in the amount of \$3,402.05 shall also be ordered paid by the Landlord.
22. Therefore, it was unlawful for the Landlords to have collected a damage deposit and once the Tenant vacated on June 20, 2025, it was unlawful for the Landlord to have retained these funds. The Landlord shall be ordered to refund the \$30,000.00 plus interest in amount of \$392.51.
23. The Tenant also alleged that the Landlord did not pay any interest on the rent deposit. The deposit was collected on May 14, 2024. See DOC-7397644 page 6. Interest owing in the amount of \$205.01 shall be ordered paid by the landlord.
24. The Landlord also collected a key deposit of \$250.00 that was paid on June 24, 2024. See DOC-7397644. The Landlord shall be ordered to refund this amount.
25. The Tenant paid an application fee of \$48.00 and is entitled to be reimbursed this amount.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$34, 297.57. This amount represents:
 - \$30,392.51.00 for the illegal charge plus interest.
 - \$205.01 for interest on the last month's rent deposit.
 - \$3,402.05 for interest on the 10-month rent collected in advance.
 - \$250.00 for the key deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenant the full amount owing by March 7, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 7, 2026, the Landlord will owe interest. This will be simple interest calculated from March 8, 2026, at 4.00% annually on the balance outstanding.

February 24, 2026
Date Issued

Robert Patchett
Vice Chair, 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.