



Order under Section 135 Residential Tenancies Act, 2006

Citation: SU v Feng, 2026 ONLTB 16973

Date: 2026-02-27

File Number: LTB-T-047149-25

In the matter of: UNIT 1, 3256 CHARLES FAY PASS
OAKVILLE ON L6M1S2

Between: Wenbin Su Tenant

And

Yan Feng Landlords
JianDong Li

Wenbin Su (the 'Tenant') applied for an order determining that Yan Feng and JianDong Li (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on January 21, 2026.

The Landlords, the Landlords' son Neg Li and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay to the Tenant \$3,048.00.

Illegal charge collected

2. The Tenant testified that he had approached the Landlords and requested permission to have a dog in the rental unit. He states that the Landlords agreed to permit a dog in the unit, provided the Tenant pay a \$3,000.00 pet deposit to cover any potential damage caused by the dog during the tenancy.
3. The Tenant further testified that on March 2, 2021 he sent the Landlords two e-transfers totaling \$3,000.00. It was his understanding that the money would be refunded at the end of the tenancy if no damages were caused by the dog.
4. The tenancy between the parties ended on April 30, 2025 and on May 25, 2025 the Tenant requested the return of the pet deposit. The Landlords refused to return the deposit.

5. The Landlords testified that the payments by the Tenant on March 2, 2021 were not a pet deposit and were not requested by the Landlords. The Landlords state that Tenant voluntarily gave the money the Landlords out of gratitude for the Landlords permitting the Tenant to keep a dog as well as additional occupants in the rental unit.
6. Additionally the Landlords submit that the Tenant's application was brought more than one year after the payments were made, and the Tenant's claim is outside the limitation period.

Analysis

7. The charge collected by the Landlords is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Act states that a landlord may only collect a deposit of no more than the amount of rent for one month (section 106(2)).
8. The Tenant submits that the charge was a deposit, which they believed would be returned to them at the end of the tenancy. The Landlords submits that it was a one time payment as gratitude for permitting the Tenant to keep a dog in the rental unit and additional occupants.
9. On a balance of probabilities I prefer the evidence of the Tenant to that of the Landlords. The monthly rent of the rental was \$2,600.00. I do not find it probable that the Tenant would pay an amount more than the monthly rent to the Landlords out of gratitude for permitting the Tenant to have dog in the rental unit. It is more likely than not as the Tenant submits a damage deposit. I am satisfied that this amount constitutes money illegally retained by the Landlords and would be returnable to the Tenant at the end of the tenancy.
10. Section 135(4) of the Act states:

No order shall be made under this section with respect to an application filed more than one year after the person collected or **retained** money in contravention of this Act or the *Tenant Protection Act, 1997*.

Emphasis added

11. I am satisfied that the Tenant's application was filed within one year after the money previously paid to the Landlords was retained as the deposit paid was due to be returned at the end of the tenancy, which occurred on April 30, 2025.
12. Based on the evidence and submissions of the parties, I find that the money was collected contrary to the Act and retained by the Landlords. The Tenant is therefore entitled to the return of the illegal charge collected and retained by the Landlords in the amount of \$3,000.00.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$3,048.00. This amount represents:
 - \$3,000.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.

2. The Landlords shall pay the Tenant the full amount owing by March 10, 2026.
3. If the Landlords do not pay the Tenant the full amount owing by March 10, 2026, the Landlords will owe interest. This will be simple interest calculated from March 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.

February 27, 2026
Date Issued

Sean Ramage
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.