



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-040843-25

In the matter of: UNIT 912, 15 FORT YORK BLVD
TORONTO ON M5V3Y4

Between: Lin Han Tenant

And

Xiaopeng Zhang Landlord

Lin Han (the 'Tenant') applied for an order determining that Xiaopeng Zhang (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 18, 2026.

The Landlord and the Tenant attended the hearing. The Tenant was represented by Tom Li, a licensed paralegal. The Tenant presented two witnesses, Yi Hui (Elora), the Tenant's real estate agent and Margaret Tan, the Tenant's partner.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return the Last month's rent deposit as well as the remainder of the key deposit.
2. The parties attempt to mediate a resolution to this application and while they were unsuccessful, the parties were able to agree on several facts.
3. The parties agreed that the tenancy commenced on January 1, 2023 and terminated on April 30, 2025. There were no arrears of rent at the termination of the tenancy.
4. The Landlord collected a key deposit of \$300.00 of which \$100.00 was applied to rent for February 2023. \$200.00 of the key deposit was said to be in issue. During the hearing, the Landlord conceded that the remainder of the key deposit must be returned to the Tenant.
5. It was agreed that at the commencement of the tenancy, the Tenant made a five-month lump sum payment which was applied to the months of December 2022, January 2023, September 2023, October 2023, November and December 2023.

6. The essential issue in dispute between the parties was whether the Tenant actually paid a \$3500.00 security deposit as was required by the Lease Agreement (DOC 6210536) Exhibit 1 to the hearing. The Tenant is adamant that \$3500.00 cash was provided at the time of the handing over of the keys. The Landlord took the position “prove that you gave me the money.” Interesting, the Landlord never actually denied receiving the money. He stated that he did not recall and further demanded “prove that you gave me the money” but never outright denied receipt of the funds by him or his real estate agent.
7. Paragraph 22 of Exhibit 1 required a security deposit. The Lease Agreement also required other actions by the Tenant which are contrary to the *Residential Tenancies Act, 2006* (the ‘Act’) such as the lump sum pre-payment of rent and 7 months of post-dated cheques.
8. The Tenant’s friend, now girlfriend, testified that she personally delivered an envelope with the security deposit in cash as well as a bank draft representing the pre-payment to the Landlord in the company of his real estate agent in December of 2022. She recalled with clarity that she met the Tenant at his TD bank branch at Leslie and York Mills to pick up the money. She testified that the Tenant could not deliver the funds himself because he was an international student at the time occupied with his program. The parties met downtown near the rental complex. Ms. Tan lived in the building next door and recalls the meeting to be in the afternoon before she had to pick her child up from school at 4:00 p.m. She recalls the agent counting out the money on the back tailgate of his Suburban SUV. She recalls that the men arrived in two separate cars. She also recalls that only one key to the unit was provided at the time but forgets the excuse offered for this oversight.
9. The Tenant produced communication between his real estate agent and the Landlord’s agent Exhibit 2 (DOC 7364090) wherein the Landlord’s agent reminds the Tenant’s agent to bring the bank draft, security deposit and to provide insurance particulars.
10. The Tenant also provided a text exchange of May 5, 2025 wherein he asks for his security deposit, the key deposit and rent receipts for CRA purposes to which the Landlord’s agent replies “we will discuss how to deal with the deposit.” Despite repeated requests, the Landlord has failed to provide the Tenant with rent receipts.
11. The Landlord testified. His evidence did not contradict the evidence of the Tenant or Ms. Tan. The Landlord testified that he was extremely reluctant to rent to an international student (which the Tenant was) because they are known to be unreliable tenants. He stated that the unit was left in terrible condition when the Tenant vacated and agreed that there was an exchange between the parties in which the Tenant was advised there would be a huge remediation bill of which he would be required to pay 80%. The Landlord also testified that the Tenant had a large dangerous dog in the rental unit.
12. I am completely satisfied, based on the evidence led by the Tenant and the subsequent text exchanges between the parties, that a \$3500.00 security deposit was paid in cash by the Tenant before receiving the keys. In particular, I note that in the text exchanges the Landlord, through his agent, never denied receiving the security deposit.
13. As I advised the Landlord at the hearing, the several specific terms that are contrary to the Act, and his insistence on those terms persuaded me that he would never have allowed the Tenant to occupy the unit were the security deposit not paid. Why the Landlord

insisted that the security deposit be made by cash payment is a matter upon which I will not speculate.

14. Section 106 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord can collect a security deposit equal to one month's rent but it must be used for payment of the rent for the last rent period before the tenancy terminates. In this case, the last month of the tenancy was April 2025. The Landlord did not apply the security deposit to the rent owing for the or return it to the Tenant. This is not permitted under the Act.
15. The Landlord now proposes to keep that unlawfully collected money to improperly satisfy unsubstantiated claims of damage to the rental unit which is also unlawful.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3748.00. This amount represents:
 - \$3,500.00 for the illegal charge collected.
 - \$200.00 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 March 13, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by March 13, 2026, the Landlord will owe interest. This will be simple interest calculated from March 14, 2026 at 4.00% annually on the balance outstanding.

March 3, 2026
Date Issued

Christina Budweth
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.

