



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-079123-25

In the matter of: 2106, 20 Edward street
Toronto ON M5G1C9

Between: Haoyi Yu Tenants
Zirui Li Li

And

Jiayi Lu Landlord

Haoyi Yu and Zirui Li Li (the 'Tenants') applied for an order determining that Jiayi Lu (the 'Landlord') collected or retained money illegally.

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

Only the Tenants attended the hearing.

As of 9:40 a.m., 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must reimburse the remaining \$197.50 of the Tenants' key deposit.
2. The tenancy commenced on August 20, 2024 and terminated on August 19, 2025. At the commencement of the tenancy, the Landlord collected a \$500.00 ostensibly representing a key deposit.
3. When the Tenants vacated the rental unit, they hired two cleaning ladies to clean the unit and the evidence was that they paid \$170.00 for this cleaning service. They returned all keys and key fobs to the Landlord.
4. On August 26, 2025 (DOC 6443361), in response to the Tenants' request for return of their key deposit, the Landlord advised that the unit was not left in proper condition and advised that the cost of cleaning would be deducted from the key deposit.

5. The Landlord did return \$302.50 of the key deposit to the Tenants.
6. The Tenants made a further demand for repayment by email dated September 3, 2025 (DOC 6443362). The Landlord did not respond to this demand.
7. Section 134 *Residential Tenancies Act, 2006* (the 'Act') and section 17 of O. Reg 516/06 under the Act allows a landlord to collect a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.
8. In this case, the Tenants returned the keys to the unit and the evidence shows that the Landlord does not dispute that the keys were returned. Therefore, the key deposit must be returned. The Landlord now attempts to retain the Tenants' money for an unlawful purpose, namely cleaning of the unit.
9. Not only is the Landlord's attempt to retain the Tenants money unlawful, I accept the Tenants' evidence that the unit was left in a neat and clean condition making the Landlord's attempt to retain the unlawful funds even more inappropriate.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$245.50. This amount represents:
 - \$197.50 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by March 13, 2026.
3. If the Landlord does not pay the Tenants 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

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.

