



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

File Number: LTB-T-029121-25

In the matter of: 2201, 7 Grenville
Toronto ON M4Y0E9

Between: Ha Yuan Myung Tenant
Yen-Yu Lin

And

Jun Wu Landlord

Ha Yuan Myung and Yen-Yu Lin (the 'Tenant') applied for an order determining that Jun Wu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on January 22, 2026.

The Landlord, the Landlord's Interpreter, Luke Chan, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant alleged that the Landlord asked for 3 months' rent as a rental deposit in his application.
3. The Tenant testified that he signed a lease with the Landlord on August 5, 2024, and the lease required payment of first and last month's rent. The Tenant testified that the lease also had a fixture deposit and he contacted the Landlord to remove the clause as he had not paid it yet.
4. The Landlord testified that she was not previously aware that the fixture deposit was illegal, so when the Tenant asked her to remove the clause, she agreed to it. It was at this time that the Tenant offered to pay 2 additional months of rent in advance towards the last months rent deposit. The Landlord testified she never asked the Tenant to make additional payments after the lease was signed.
5. The Tenant testified and agreed that the Landlord had never asked for the additional 2 months towards the last months rent deposit. The Tenant testified that the Landlord hinted that it would be required to secure the tenancy, however the Tenant also acknowledged

that by the time he offered to pay 2 additional months on August 23, 2024, the tenancy had already been secured as the lease was signed on August 5, 2024.

6. I accept the Tenant's oral evidence that the Landlord never asked for the additional 2 months of rent, and rather he offered it. I also accept the parties evidence that the lease was signed on August 5, 2024, just over 2 weeks prior to the Tenant contacting the Landlord and offering to pay 2 additional months towards the last month rent deposit. Therefore, on a balance of probabilities, I find that the Landlord did not collect rent in excess of the amount allowed by the *Residential Tenancies Act, 2006* (the 'Act').
7. The Tenant sought a finding that the Landlord had unreasonably withheld consent to an assignment, however, that is the subject of an A2 application, which is not before me. The Tenant also has time to file a separate A2 application.

It is ordered that:

1. The Tenant's application is dismissed.

March 2, 2026
Date Issued

Allana McComb
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.