



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-055558-25

In the matter of: 1107, 105 ONEIDA CRES
RICHMOND HILL ON L4B0H6

Between: Kon Joon Bhang Tenants
Seokme Yun

And

Baytree Property Management Inc. Landlord

Kon Joon Bhang and Seokme Yun (the 'Tenants') applied for an order determining that Baytree Property Management Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 23, 2026.

The Landlord's Agent, Tim Kim, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenants partially proved the allegations contained in the application on a balance of probabilities. Therefore, the application is granted as detailed below.
2. The Tenants claim that the Landlord improperly withdrew \$2,800.00 from their account on July 1, 2025 for the payment of their July 2025 rent. The Tenants state that the Landlord should have applied their last month's rent (LMR) to the month of July 2025 and that the July 1, 2025 withdrawal was an "illegal charge" as contemplated by s. 135(1) of the *Residential Tenancies Act, 2006* (the 'Act').
3. I find that the Tenants' portrayal of the \$2,800.00 withdrawal is inaccurate. This matter is better identified as the Landlord allegedly not applying the LMR to the last month of the tenancy and not returning the LMR to the Tenants.
4. As the Landlord did not appear to be confused about the allegations in this matter, I determined I would amend the T1 application to reflect this as a Reason 3 examination, as opposed to Reason 2.

5. As indicated above, the Landlord withdrew \$2,800.00 from the Tenants' bank account, in accordance with a pre-authorized payment agreement, for the payment of their July 2025 rent on July 1, 2025.
6. It was uncontested that the Tenants submitted an N9 Notice to the Landlord on July 4, 2025, with a desired termination date of July 31, 2025, and that the Tenants were on a month-to-month lease. It is also uncontested that the Tenants vacated the unit as of July 31, 2025.
7. The Tenants submit that the Landlord did not take steps to re-rent the rental unit until July 25, 2025 and that this lack of expediency should give rise to a partial refund of their LMR.
8. The Landlord submitted that they immediately entered the July 31, 2025 vacancy of this unit into their system upon receiving the N9 and that they managed to re-rent the property as of August 14, 2025. I find that the Landlord acted appropriately and expeditiously in working to re-rent the rental unit in the face of the notice provided by the Tenants as required by s. 44(2) of the Act.
9. The Landlord submitted, and the Tenants ultimately confirmed, that the Landlord provided a refund of \$2,026.02 to the Tenants on August 26, 2025, constituting a partial refund of the LMR (for August 14-31, 2025), LMR interest and key deposits. This refund is broken down as follows:
 - a) Key deposit = \$335.00
 - b) LMR Interest = \$65.21
 - c) LMR refund = \$1625.81
 - d) Total = \$2,026.02
10. The daily rate for this rental unit is calculated as $\$2,800.00/\text{month} * 12 \text{ months} / 365 \text{ days} = \$92.05/\text{day}$.
11. Given this calculation, the actual refund due to the Tenants is:
 - a) Key deposit = \$335.00
 - b) LMR Interest = \$65.21
 - c) LMR Refund = $\$92.05/\text{day} * 18 \text{ days} = \$1,656.90$
 - d) Total = \$2,057.11
12. Therefore, I find that the Landlord owes the Tenants \$31.09 ($\$2,057.11 - \$2,026.02$).
13. I am not awarding the Tenants their costs in this matter. The Landlord made appropriate efforts to refund the Tenants what they were owed from their LMR; it appears the discrepancy was based on a calculation error by the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$31.09. This amount represents:
 - \$31.09 for the remaining LMR deposit due to the Tenants.
2. The Landlord shall pay the Tenants the full amount owing by March 16, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by March 16, 2026, the Landlord will owe interest. This will be simple interest calculated from March 17, 2026 at 4.00% annually on the balance outstanding.

March 5, 2026
Date Issued

Curtis Smith
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.