



Order under Section 135 Residential Tenancies Act, 2006

Citation: AU YEUNG v ZHOU, 2026 ONLTB 19231

Date: 2026-03-04

File Number: LTB-T-057545-25

In the matter of: 612, 27 MCMAHON DRIVE
NORTH YORK ON M2K0J2

Between: SHUK MEI MEIBO AU YEUNG
YUNJIA FU Tenants

And

QIANG ZHOU Landlords
JASON LI

SHUK MEI MEIBO AU YEUNG and YUNJIA FU (the 'Tenants') applied for an order determining that QIANG ZHOU and JASON LI (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on February 26, 2026.

Only the Tenants attended the hearing.

As of 9:27 a.m. the Landlords were 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 Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay \$3,557.09 to the Tenants by March 15, 2026.
2. I have carefully reviewed the documentary evidence before me, the testimony of the party and I have considered the party's submissions. I refer to the material facts and relevant evidence below.

Evidence of Tenant, Shuk Mei Meibo (SMM)

3. SMM testified that she moved into the rental unit on August 30, 2024 and moved out of the rental unit on June 27, 2025. She had signed a one-year lease but due to financial circumstances, she and her husband were unable to stay in the rental unit.
4. SMM provided me with a text message dated April 25, 2025 to the Landlord whereby she advised the Landlord that they would like to move out at the end of June of 2025. The text message from the Landlord stated that they would try to rent the unit out as of July 1, 2025 and if successful, the Tenants would no longer be responsible for the lease which was to terminate August 30, 2025.
5. SMM stated that the Landlord was able to rent the unit out as of July 1, 2025 and questioned the Tenant on whether they would like to use their 2nd month's rent (also deposited at time of lease commencement) to pay for June rent. SMM confirmed with the Landlord that they would like to use that second month deposit for the month of June.
6. SMM stated that the Landlord asked the Tenant if they would be able to vacate the rental unit by June 27, 2025 as the new tenant had secured the elevator for their move-in on June 28, 2025. The Landlord's text message was dated June 4, 2025 and SMM agreed to vacate the rental unit on June 27, 2025.
7. SMM testified that on June 27, 2025, she and the Landlord's Agent went through the rental unit and confirmed that the unit was in good condition and all keys were returned to the Agent. The document also set out that the Tenants would be receiving their last month's rent deposit back from the Landlord. The Landlord's Agent and the Tenant signed the document together on June 27, 2025 confirming same.
8. SMM stated that she has not received their last month's rent deposit of \$3,100.00 from the Landlord (Landlord required Tenants to pay \$6,200.00 as a deposit rather than one month of \$3,100.00), she has not received the return of rent for the 3 days of rent at the end of June of 2025 ($\$3,100.00 \times 12 = \$37,200.00 / 365 = \$101.92$ per day -- \$305.76), and she has not received the last month's interest.

Analysis

9. Section 134(1.1) of the Act states that "No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of a) any period after the tenancy has terminated and the tenant has vacated the rental unit; or b) any period after the tenant's interest in the tenancy has terminated and the tenant has vacated the rental unit."
10. I am satisfied that the Landlord charged rent to the Tenant for a time period after the Tenant vacated the rental unit, specifically for the period from June 28 – June 30, 2025. The Tenant is owed \$305.76. This is in contravention of section 134(1.1) of the Act.

11. Section 106 1) of the *Residential Tenancies Act*, 2006 (hereinafter referred to as the “Act”) states “A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement and 2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.”
12. Further section 106(10) states “A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy termination.”
13. The Landlords collected two months’ rent as a deposit which contravenes section 106(2) of the Act and they did not return the rent deposit of \$3,100.00 to the Tenants.
14. The Landlords failed to pay the Tenants interest on their last month’s rent deposit and the Tenants are owed same.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$3,557.09. This amount represents:
 - \$305.76 for excess rent collected;
 - \$3,100.00 last month’s rent not returned;
 - \$103.33 for interest on the last month’s rent; and
 - \$48.00 for the cost of filing the application.
2. The Landlords shall pay the Tenants the full amount owing by March 15, 2026.
3. If the Landlords do not pay the Tenants the full amount owing by March 15, 2026, the Landlords will owe interest. This will be simple interest calculated from March 16, 2026 at 4.00% annually on the balance outstanding.

March 4, 2026
Date Issued

Carrie Bertrand
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.