Order under Subsection 87(1)
Residential Tenancies Act, 2006

Citation: Myriad Property Management Inc. v Xu, 2026 ONLTB 21346
Date: 2026-03-13
File Number: LTB-L-106519-25

In the matter of: 607, 35 SPENCER AVE
TORONTO ON M6K2K1

Between: Myriad Property Management Inc. Landlord

And

Alexander Xu Tenant

Myriad Property Management Inc. (the 'Landlord') applied for an order requiring Alexander Xu (the 'Tenant') to pay the rent that the Tenant owes.

This application was heard by videoconference on March 9, 2026.

The Landlord's Representative, Mark Ciobotaru, and the Tenant attended the hearing.

Determinations:

Preliminary Issue:

1. The Tenant wished to clarify how much interest was owed to him on his last month's rent ('LMR') deposit held by the Landlord, stating he had never been paid the interest on his LMR deposit.
2. The Landlord states that the Tenant's rental ledger shows that his ledger had been credited each year in conjunction with the yearly rent increases.
3. I explained to the Tenant that although there was no specific cash payment made by the Landlord, what the Landlord had done was increase the value of the initial deposit in the amount of the rent increase each year. Effectively, this would result in interest which is equivalent to the rent increases over time.
4. For example, if the rent was $1,200.00 and the last months' rent was increased 2.5% on January 1, 2024, to $1,230.00, then interest for the same period would be $30.00. When the landlord credits the tenant's ledger for the same amount, the effect would be to take the initial $1,200.00 deposit and apply it to the last month of the tenancy. However, that

$1,200.00 is no longer enough to cover the rent, because the rent is now $1,230.00. What the landlord has done is increase the tenant's LMR deposit to $1,230.00.

5. The Tenant explained that he had seen that sometimes there is interest owing for the entire period.
6. I explained that in those circumstances, it was likely that the Landlord had not increased the rent at the same time as crediting the Tenant's account. However, that was not the situation before me.
7. The hearing proceeded.

<u>Landlord's L1 Application</u>

8. The Tenant vacated the rental unit on January 31, 2026. The Tenant was in possession of the rental unit on the date the application was filed.
9. The Tenant did not pay the total rent they were required to pay for the period from December 1, 2025, to January 31, 2026.
10. The lawful rent is $1,562.95. It is due on the 1st day of each month.
11. The Tenant has not made any payments since the application was filed.
12. The rent arrears and daily compensation owing to January 31, 2026, are $3,125.90.
13. The Landlord collected a rent deposit of $1,400.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
14. Interest on the rent deposit, in the amount of $14.82 is owing to the Tenant for the period from August 1, 2025, to January 31, 2026.
15. The Tenant also stated he filed a fee waiver application.
16. I explained that the fee waiver was for applications made by the applicant, not for the respondent, as the Tenant is in this situation.
17. Section 181 of the *Residential Tenancies Act* ('the Act') states that the Board may waive or defer all or part of a fee charged under s.181. However, as this is the Landlord's application, the Landlord has already paid the fee necessary to file the application.
18. Further, I find it would be prejudicial to the Landlord not to be given an order for the filing fee because but for the Tenant's actions; in not paying the lawful rent as required, the Landlord would not have incurred the filing fee.
19. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
20. The Tenant also submits that he paid a $30.00 key deposit which was not refunded.
21. Section 134(1) of the Act, states that unless it is otherwise prescribed, no landlord shall collect or require from a tenant a key deposit whether or not it is refundable.

22. Therefore, the Landlord shall reimburse the Tenant $30.00 for the key deposit.

It is ordered that:

1. The Tenant shall pay to the Landlord $1,867.08. This amount includes rent arrears owing up to January 31, 2026, and the cost of the application minus the rent deposit and interest owing.
2. If the Tenant does not pay the Landlord the full amount owing on or before March 24, 2026, the Tenant will start to owe interest. This will be simple interest calculated from March 25, 2026, at 4.00% annually on the balance outstanding.

March 13, 2026
Date Issued

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Jane Dean
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.

Summary of Calculations

Rent Owing to January 31, 2026	$3,125.90
Plus Application Filing Fee	$186.00
Minus Interest Owed on the LMR	$14.82
Minus Key Deposit	$30.00
Minus Last Month’s Rent Deposit	$1,400.00
Total the Tenant must pay to continue the tenancy	**$1,867.08**