



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

File Number: LTB-T-033013-25

In the matter of: 1710, 211 BESSERER ST
OTTAWA ON K1N0G2

Between: Jiacheng Xu Tenant

And

Envie Landlord

Jiacheng Xu (the 'Tenant') applied for an order determining that Envie (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on October 27, 2025.

Only the Tenant attended the hearing.

As of 9:31 PM, 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 Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$2,037.70
2. The Tenant testified he moved into the rental unit on January 1, 2024, after signing an 8-month fixed-term lease agreement. The Tenant stated he provided lawful notice and moved out of the rental unit on October 31, 2024, and returned the keys.
3. The Tenant stated he paid first and last months rent in the total amount of \$3,800.00 prior to moving in and also paid a \$50.00 refundable key deposit. The Tenant provided a rent payment receipt confirming that he paid \$1,900.00 rent for the last month of the tenancy on October 4, 2024. Therefore, it is the Tenant's position that the Landlord is required to return his last month rent deposit and the refundable key deposit as well as interest owed on the last month rent deposit.
4. The Tenant stated that the Landlord was in receivership and that the building was transferred to a new owner in the same month that he ended his tenancy. The Tenant submitted email communication with the Landlord regarding the return of his last month

rent and key deposits. Notably one such email from the Landlord dated June 17, 2025, states the following:

I appreciate your email and fully understand the course of action however I can confirm that Envie remains in a court-appointed receivership and per the order, all facets of the business is under the appointed receiver. This includes all operations and financial matters and so any hearing will conclude with a stayed motion until the receivership is lifted. As stated in prior email replies, the deposit is duly processed as shown in our payment system.

I apologize for the situation and acknowledge the impact of the payment delay to you.

5. Attached to the Landlord's email is a screen shot of the Landlord's payables which indicates that the Tenant is owed \$1,950.00 and the status is "unpaid".
6. From the evidence submitted by the Tenant, it appears the Landlord acknowledges their requirement pursuant to section 106(1) of the Residential Tenancies Act, 2006 (the 'Act') to apply the Tenant's last month rent deposit to the rental period before the tenancy terminates. Since the Tenant paid the rent due for the last rental period of the tenancy the Landlord acknowledges that the last month rent deposit and key deposit must be returned to the Tenant.
7. However, if the Landlord is in court-appointed receivership, the Landlord may not be able to release the funds to the Tenant as is explained in the Landlord's email of June 17, 2025. This does not absolve the Landlord of their responsibility to return the Tenant's last month rent and key deposits, but it explains the delay in doing so.
8. Regardless, I am satisfied on a balance of probabilities that the Tenant paid a last month rent deposit and a refundable key deposit and that the Landlord has unlawfully retained the Tenant's deposits. Accordingly, an order will issue requiring the Landlord to pay the Tenant \$1,950.00.
9. Additionally, subsection 106(6) of the Act requires the Landlord to pay interest on a rent deposit. The Tenant paid \$1,900.00 on January 1, 2024, and the tenancy ended October 31, 2024, therefore the Landlord owes the Tenant \$39.70 for interest on the last month's rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,037.70. This amount represents:
 - \$50.00 for return of the key deposit.
 - \$1,900.00 for the last month's rent deposit.
 - \$39.70 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by March 28, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by March 28, 2026, the Landlord will owe interest. This will be simple interest calculated from March 29, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

March 17, 2026
Date Issued

Melissa Anjema
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.