# Order under Sections 135 and 31
# Residential Tenancies Act, 2006

**File Number:** LTB-T-014909-24

**In the matter of:** 107, 12 BATER AVE
EAST YORK ON M4K2C3

**Between:** Ge ("Julia") Yu — Tenant

**And**

Akelius Canada Ltd — Landlord

Ge ("Julia") Yu (the 'Tenant') applied for an order determining that Akelius Canada Ltd (the 'Landlord') collected or retained money illegally. (T1 application)

The Tenant also applied for an order determining that the Landlord substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 application)

These T1 an T2 applications were heard by videoconference on February 24, 2026.

The Tenant, the Landlord's Legal Representative, Eric Steiman, and the Landlord's Agent, Nichola Rodney, attended the hearing. The Tenant had two witnesses prepared to testify (James Yu and Jenny Pan) but they were not called forward at the hearing. The Tenant opted not to consult with Tenant Duty Counsel prior to the hearing.

**Determinations:**

1. The Tenant testified that she had reached an agreement to terminate her tenancy with the Landlord and presented exhibit TT#1 (email thread between February 5, 2024 and February 21, 2024) in support. The Tenant explained that she wanted to terminate her tenancy early because of the continual dog noise problems she had raised to the Landlord's attention. She stated that for an early termination date of February 5, 2024, she would withdraw her separately filed T2 application (LTB-T-009759-24) and the Landlord would not charge her any additional rent from March 1, 2024 onwards.

2. In accordance with the agreement, the Tenant confirmed she withdrew application LTB-T-009759-24 in early February 2024.

3. The Tenant also testified that she had paid rent in full for February 2024 (i.e. $1,900.00) and that the $1,900.00 last month's rent (LMR) deposit with interest was not applied to any month and was not returned to her after she moved out. As she believed the Landlord had reneged on their agreement for early termination, she then filed this L2 application which included a fresh T2 application (based on the very same dog noise/substantial interference claims of the first T2).

4. The Tenant did state she had continued communicating with the Landlord and eventually the Landlord paid her $1,502.02 on July 9, 2025, which in her view was only partial payment of the LMR deposit and interest owing.

5. LLA is the property manager for the rental unit property. LLA confirmed the Tenant paid $1,900.00 rent for February 2024.

6. LLA identified herself as the person communicating with the Tenant in the email thread contents of TT#1 and she indicated that it was a back-and-forth discussion with various terms being proposed, disagreed to and then agreed upon.

7. LLA did confirm that the Landlord had agreed to release the Tenant from paying March 2024 and April 2024 rents as would have otherwise been a possible claim under subsection 88(1) of the *Residential Tenancies Act, 2006*.

8. LLR emphasized that a "meeting of the minds" had taken place in February 2024 so that the Tenant could terminate the tenancy on February 29, 2024 in exchange for the Tenant withdrawing her T2 application. LLR further emphasized that the Landlord never repudiated that agreement, but simply was late in attending to the matter of LMR deposit and interest payment. He submitted the Landlord's ongoing communications with the Tenant and eventual pay-out of $1,502.02 on July 9, 2025 were evidence of this.

9. The Tenant once again confirmed the parties had reached an agreement for early termination, and that the withholding of the LMR deposit/interest was the reason for her filing the T1 and T2 applications together under this case file.

10. Based on the submissions of both parties, I find that on a balance of probabilities, the parties had reached a mutual agreement to end the tenancy on February 29, 2024, the Tenant had paid her rent in full for February 2024, the Landlord would not pursued the Tenant for any future rent starting on March 1, 2024, and that the LMR deposit on interest thereupon were withheld until a partial payment of $1,502.02 was paid on July 9, 2025.

11. In respect of the tenancy, the Tenant paid an LMR deposit of $1,900.00 to the Landlord on March 5, 2023. Interest on that LMR deposit amounts to $43.42, which covers the period from the date of payment to January 31, 2024. The interest was never paid to the Tenant. The total of LMR deposit and interest equals $1,943.42. For the interest calculation, see table 1 in the postscript.

12. As a result, I find the Landlord did not use the Tenant's LMR deposit to pay for the last rental period of the tenancy and did not return the deposit and interest in full to the Tenant. This is prohibited by the *Residential Tenancies Act, 2006*.

13. After accounting for the partial payment, the balance owing to the Tenant for the LMR deposit and interest is $441.40.

14. The Tenant paid $48.00 for filing the T1/T2 applications and is entitled to reimbursement

15. Before me, the parties agreed and consented to an order that would have the Landlord pay $441.40 and the filing fee to the Tenant. I noted that the consent is based on the February 2024 agreement the parties had reached (which resulted in the initial T2 case file LTB-T-009759-24 being withdrawn by the Tenant).

16. I was satisfied the parties understood the consequences of their joint submission especially in respect of the subject T1 application being resolved and the subject T2 application being estopped.

**It is ordered that:**

1. The tenancy between the Tenant and Landlord for the rental unit terminated on February 29, 2024.
2. The total amount the Landlord shall pay the Tenant is $489.40. This amount represents:
   - $441.40 for the balance of the last month's rent deposit and interest owing.
   - $48.00 for the cost of filing the T1/T2 applications.
3. The Landlord shall pay the Tenant the full amount owing by March 31, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by March 31, 2026, the Landlord will owe interest. This will be simple interest calculated from April 1, 2026 at 4.00% annually on the balance outstanding.
5. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

**March 20, 2026**

**Date Issued**

Alex Brkic
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.

**Table 1 -- LMR Deposit and Interest Calculation**

| *Time period & interest* | *From* | *To* | *Deposit amount* | *# of days* | *Interest owing* |
|---|---|---|---|---|---|
| **For Period Ending in 2023 (2.5%)** | **March 5, 2023** | **December 31, 2023** | **$1,900.00** | **302** | **$39.31** |
| **For Period ending in 2024 (2.5%)** | **January 1, 2024** | **January 31, 2024** | **$1,939.31** | **31** | **$4.12** |
| | | | **$1,943.43** | | **$43.42** |