



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

File Number: LTB-T-066504-25

In the matter of: Floor 2, 33 SANDFORD AVE
TORONTO ON M4L2E6

Between: Yixuan Cao Tenant

And

Sunny Zhai Landlord

Yixuan Cao (the 'Tenant') applied for an order determining that Sunny Zhai (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 11, 2026.

Only the Tenant attended the hearing.

As of 9:55 a.m., 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:

Preliminary Issue – Removing Wongsisters Real Estate Team from the Application

1. Sandra Wong attended on behalf of Wongsisters Real Estate Team and requested to be removed from the application as they are not a Landlord for this tenancy agreement. The Tenant agreed that the tenancy agreement is between the Tenant and the Landlord, Sunny Zhai. As a result, Wongsisters Real Estate Team is removed from the application and the matter was heard on an uncontested basis.

T1 Application – Return of the Last Month's Rent Deposit

2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$1,497.84 which represents the last month's rental deposit that was not returned to the Tenant and not applied to the last rental period of the tenancy.

3. The Tenant testified that the tenancy terminated on June 30, 2025 as per an N11 agreement entered as evidence by the Tenant. The Tenant testified that she returned the keys by leaving them in the rental unit and sending an email to the Landlord on June 23, 2025 indicating that the keys were left in the unit and that the Tenant had vacated.
4. The Tenant testified that the rental period in the lease runs from the 15th day of each month to the 14th day of each month. The Tenant testified that she paid the rent for the period ending June 14, 2025 and that the Landlord collected a last month's rent deposit which was supposed to cover the period from June 15, 2025 to the date the Tenant vacated, which was June 30, 2025, with two weeks of the deposit remaining unapplied.
5. Section 106(1) of the Act states that a rent deposit shall be applied to the last rent period before the tenancy terminates.
6. The Tenant requested an order for the return of the deposit for the period of July 1, 2025 to July 14, 2025, which was the remainder of the rent deposit that was not applied to the last month of the tenancy and was not returned to the Tenant.
7. I accept the Tenant's uncontested evidence that the Landlord collected a rent deposit, that parties agreed to terminate the tenancy effective June 30, 2025 and the Tenant vacated in accordance with that agreement, and that the Landlord retained a portion of the deposit without applying it to the last month of the tenancy.
8. Based on the uncontested evidence before me, I find that the Landlord unlawfully retained a portion of the Tenant's rent deposit in the amount of \$1,449.84, and as a result I will order it to be paid to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,497.84. This amount represents:
 - \$1,449.84 for a portion of 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 April 4, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 4, 2026, the Landlord will owe interest. This will be simple interest calculated from April 5, 2026 at 4.00% annually on the balance outstanding.

March 24, 2026
Date Issued

Christopher Lin
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.