



Amended Orders
Orders under Section 87 and 135
Residential Tenancies Act, 2006
And section 21.1 of the **Statutory Powers Procedure Act**

File Numbers: LTB-L-035030-25-AM
LTB-T-026271-25-AM

In the matter of: 2908, 38 WIDMER ST
TORONTO ON M5V0P7

Between: Jie Lin Landlord

And

Aliia Atykanova
Togzhan Kaisar Former Tenants

Jie Lin (the 'Landlord') applied for an order requiring Aliia Atykanova and Togzhan Kaisar (the 'Former Tenants') to pay the rent and daily compensation that the Former Tenants owe. (L10 Application)

Aliia Atykanova and Togzhan Kaisar (the 'Former Tenants') applied for an order determining that Jie Lin (the 'Landlord') collected or retained money illegally. (T1 Application)

This application was heard by videoconference on **October 2, 2025**. The Landlord and the former Tenant Aliia Atykanova attended the hearing.

This amended order is issued to correct clerical errors contained in the order issued on December 5, 2025.

Determinations:

1. At the hearing of the Former Tenant's T1 application, the parties consented to bringing forward the Landlord's L10 application in file LTB-L-035030-25. The Former Tenant's T1 application seeks the return of the remaining funds provided as a deposit, and the Landlord's L10 application alleges arrears of rent up to the date the Former Tenants vacated the rental unit.
2. I was satisfied it was appropriate to bring forward the Landlord's L10 application to be heard together with the Former Tenant's T1 application since hearing the applications separately may result in inconsistent outcomes. There was no prejudice to the parties as the issues central to both applications are the date to which rent is owing by the Former Tenants, and whether there is any deposit remaining that is owed to the Former Tenants.

Rent and Daily Compensation Owing (L10 Application)

8. The lawful rent was \$2,700.00. It was due on the 15th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$88.77. This amount is calculated as follows: $\$2,700.00 \times 12$, divided by 365 days.
10. The Former Tenant testified that rent is due on the 15th day of each month and the Former Tenants paid their rent up to the period ending November 14, 2024.
11. The Landlord agreed that rent for the month of October 2024 had been paid by the Tenants however, the Landlord testified that the Tenants were in a fixed term lease and should be required to pay rent for the duration of the term, or until the Landlord is able to mitigate.
12. The Former Tenant submitted a copy of an N4 notice served to them by the Landlord's agent which alleges rent arrears owing for the period from November 15, 2024, up to December 14, 2024.
13. The Board also issued an order in LTB-L-005776-25 that makes a finding that the tenancy between the parties terminated on December 7, 2024.
14. Based on the evidence before me, I find that the tenancy terminated on December 7, 2024, as a result of the Former Tenants moving out in accordance with an N4 notice of termination, which is consistent with the decision in LTB-L-005776-25.
15. Section 134 (1.1) of the Act provides:
 - (1.1) 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.
16. Therefore, the Former Tenant's obligation to pay rent ended on December 7, 2024.
17. The rent arrears and daily compensation owing for the 22-day period between November 15, 2024, and December 7, 2024, are \$1,952.87.

Rent Deposit (T1 Application)

14. The Former Tenant's T1 application seeks the return of a rent deposit in the amount of \$2,700.00.
15. The Former Tenants submitted a copy of their lease agreement showing a deposit required to be paid in the amount of \$8,100.00, and the lease provides that the deposit is to be applied to the first, eleventh, and last month of the tenancy. The Tenants also submitted a copy of a bank draft in the amount of \$8,100.00 confirming the required

deposit was paid. I was satisfied that the Tenants paid a deposit to the Landlord or the Landlord's agent in the amount of \$8,100.00.

16. After deducting the first month of rent paid from the deposit in the amount of \$2,700.00, the remaining deposit being held by the Landlord is \$5,400.00. Neither party testified that any portion of the deposit had been applied to rent arrears for any of the prior months of the tenancy.
17. Accordingly, I find that the Landlord collected a rent deposit of \$5,400.00 from the Former Tenant and this deposit is still being held by the Landlord. The amount of the rent deposit and interest on the rent deposit is applied to the amount the Tenant is required to pay pursuant to the L10 application.
18. The Tenant's T1 application only requested the return of \$2,700.00, and the Landlord opposed the Tenant's request to amend their application to seek the difference between the amount claimed in their application and the balance of the deposit still being retained.
19. The Landlord's application is filed pursuant to section 87 of the Act to seek the rent arrears from the Tenant. Section 87(4) of the Act provides:

Amount of arrears of rent or compensation

(4) In determining the amount of arrears of rent, compensation or both owing by a tenant in an order for termination of a tenancy and the payment of arrears of rent, compensation or both, the Board shall subtract from the amount owing the amount of any rent deposit or interest on a rent deposit that would be owing to the tenant on termination.

20. The Act requires that any rent deposit and interest be applied against rent arrears owed pursuant to section 87(4), and therefore the request to amend is moot.
21. The Landlord owes interest on the rent deposit in the amount of \$98.76 for the period from March 15, 2024, up to December 7, 2024.

It is ordered that:

L10 Application

1. The Former Tenants shall pay to the Landlord \$1,952.87, which represents rent and compensation owing up to December 7, 2024.

T1 Application

2. The Landlord owes \$5,498.76 which is the amount of the rent deposit and interest on the rent deposit, and this is deducted from the amount owing by the Former Tenants.
3. The amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the amount owing by the Former Tenants. Therefore, The Landlord shall pay to the Former Tenants \$3,545.89*. See Schedule 1 for the calculation of the amount owing.

4. If the Landlord does not pay the Former Tenants the full amount owing on or before December 16, 2025, the Landlord will start to owe interest. This will be simple interest calculated from December 17, 2025 at 4.00% annually on the balance outstanding.

December 5, 2025

Date Issued

Kyle McGraw

Member, Landlord and Tenant Board

March 17, 2026

Date Amended

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.

* Refer to the attached Summary of Calculations.

Schedule 1
SUMMARY OF CALCULATIONS

Amount the Former Tenant must pay the Landlord:

Rent and Compensation Owing To December 7, 2024	\$1,952.87
Less the amount of the last month's rent deposit and interest owed	- \$5,498.76
Total amount owing to the Tenants	\$3,545.89