



Order under Section 135 Residential Tenancies Act, 2006

Citation: Farrar v Hu, 2026 ONLTB 23933

Date: 2026-03-23

File Number: LTB-T-071492-25

In the matter of: B, 1942 DULUTH CRES
LONDON ON N5V1H7

Between: Catherine Farrar Tenant

And

Alex Hu Landlord

Catherine Farrar (the 'Tenant') applied for an order determining that Alex Hu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 17, 2026.

Only the Tenant attended the hearing.

As of 12:33 p.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 Tenants' 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 to the Tenant \$2,100.00.
2. The Tenant filed the application with the LTB on August 27, 2025, alleging that the Landlord had charged an illegal rent for the month of September 2025 and that the Landlord required the Tenant to pay an additional month's rent in the amount of \$1,900.00 when she moved into the rental unit.
3. In her uncontested testimony, the Tenant explained that on August 31, 2025, prior to moving into the rental unit she gave the Landlord \$3,000.00 and on September 1, 2025 she gave the Landlord's employee an additional \$2,700.00 for a total of \$5,700.00. She stated the Landlord insisted on an additional payment equivalent to one month's rent to secure the rental unit.

4. The Tenant testified that shortly after taking possession of the rental unit, a City of London Bylaw inspection took place which exposed health and safety issues with the unit. The Landlord contacted the Tenant and informed her she could move out or, in the alternative, she could remain in the unit and the monthly rent would be lowered by \$200.00 to \$1,700.00. The Tenant testified she did not have anywhere else to live so she accepted the offer of lower rent.
5. The Tenant testified she provided notice to vacate the unit to the Landlord and vacated on August 31, 2025. She stated the Landlord did not use the additional payment of \$1,900.00 towards any months of rent nor did the Landlord reimburse her \$200.00 for the September 2025 rent.
6. Subsection 105(1) of the Residential Tenancies Act, 2006 (the 'Act') provides that the only security deposit that a landlord may collect from a tenant is the rent deposit.
7. Subsection 105(2) of the Act defines "security deposit" as:

money, property or a right paid or given by, or on behalf of, a tenant of a rental unit to a landlord or to anyone on the landlord's behalf to be held by or for the account of the landlord as security for the performance of an obligation or the payment of a liability of the tenant or to be returned to the tenant upon the happening of a condition.
8. The additional payment of \$1,900.00 paid by the Tenant and not applied to rent is prohibited pursuant to section 105(1) of the Act. Accordingly, I am satisfied that the Landlord collected money illegally from the Tenant.
9. Based on the uncontested testimony of the Tenant, I am also satisfied that the Landlord and the Tenant agreed to reduce the monthly rent to \$1,700.00 later in September 2025, after the Tenant had paid the Landlord \$5,700.00, representing two months' rent and the last month's rent deposit. Accordingly, I find that the Landlord illegally retained a portion of the September 2025 rent. As a result of the Landlord's breach of the Act, the Tenant is entitled to reimbursement of \$200.00.
10. The Tenant received a waiver of the costs to file the application, therefore the Tenant is not entitled to these costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,100.00. This amount represents:
 - \$1,900.00 for the illegal charge collected; and
 - \$200.00 for excess rent collected.
2. The Landlord shall pay the Tenant the full amount owing by April 3, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 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 23, 2026
Date Issued

Susan Priest
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.