



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

Citation: LU v SEED, 2026 ONLTB 23205

Date: 2026-03-19

File Number: LTB-L-092107-24-AM

In the matter of: 651 KEMP COMMON
BURLINGTON ON L7L0G7

Between: JUN YUE LU Landlord

And

SEAN MICHAEL SEED Former Tenant

JUN YUE LU (the 'Landlord') applied for an order requiring SEAN MICHAEL SEED (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

This application was heard by videoconference on September 29, 2025.

The Landlord and the Tenant attended the hearing.

This amended order is issued to correct clerical errors in the order issued on March 19, 2026.

Determinations:

1. As explained below, the Landlord proved the allegations contained in the application on a balance of probabilities. Therefore, the Former Tenant shall pay to the Landlord \$1,436.91 by April 18, 2026.
2. Although the Landlord did not serve the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure, the Former Tenant was in attendance for the hearing. The Former Tenant stated he and the Landlord had been before the Board in the past and so the Former Tenant was diligent about checking his Tribunals Ontario Portal (TOP) account. The Former Tenant just happened to find the hearing date in TOP.

3. The Former Tenant submitted he wanted to proceed with the hearing despite the improper service.

Agreed Facts

4. The parties agreed on a number of facts as follows:
 - a) The Former Tenant and the Landlord entered into a 6-month fixed term lease agreement commencing December 7, 2023, and ending June 6, 2024.
 - b) The Former Tenant paid a last month rent deposit in the amount of \$2,800.00 on December 7, 2023. The Landlord still holds the Former Tenant's deposit. The Landlord also owes the Former Tenant interest on the deposit.
 - c) **The Former Tenant paid a \$200.00 key deposit at the commencement of the tenancy. The Landlord still holds the Former Tenant's key deposit.**
 - d) In April 2024, the Landlord advised the Former Tenant that he was selling the rental unit and the Tenant had to vacate by the end of the lease term.
 - e) The Former Tenant agreed to vacate but asked the Landlord to provide more time and the Landlord agreed.
 - f) The Former Tenant paid rent each month in full on the 7th day of the month. The last rental period the Tenant paid rent was for the rental period of April 7, 2024, to May 6, 2024.
5. The central disputes between the parties is **are** the date the Former Tenant vacated **and whether the Landlord is required to return the Former Tenant's key deposit.** The Former Tenant's position is that he vacated on June 20, 2024 **and left the keys for the rental unit in the locked mailbox.** The Landlord's position is that the Tenant did not vacate until July 8, 2024 **and never returned the keys.**

When did the Former Tenant vacate?

6. The Former Tenant testified that prior to the hearing he called his hydro utility provider for where he has lived since leaving the rental unit. The Former Tenant stated the utility provider confirmed his hydro service was activated at his new address on June 21, 2024. The Tenant did not have an opportunity to provide his hydro statement as supporting documentation because he was not properly served with the Landlord's application and notice of hearing and did not have time to gather such evidence.
7. The Former Tenant testified that after all of his belongings were removed from the rental unit, he left the key for the Landlord in the locked mailbox for the unit.
8. The Landlord testified that he had a showing of the unit to potential purchasers on July 8, 2024, and much of the Former Tenant's belongings were still in the unit at that time. The Landlord did not submit supporting evidence for this claim such as photos of the unit on July 8, 2024. This is evidence that could have reasonably been expected to prove the Landlord's claims. Though the Landlord submitted texts between the parties during the

relevant time but I do not find that the text messages provide any helpful insight to prove the Landlord's position.

9. On any application before the Board, the Applicant bears the onus of proving their claim on the balance of probabilities. In this case I find the Landlord did not meet their onus. The Landlord only attended the rental unit once after the Former Tenant claimed to have vacated. The Landlord stated that the Former Tenant's belongings were still in the unit on July 7, 2024, but the Landlord provided no supporting evidence of same. Without such supporting evidence I cannot find, on the balance of probabilities, that the Tenant still had possession of the rental unit. Though the Former Tenant also did not have supporting evidence, the burden of proof does not rest with the Former Tenant.
10. Therefore, I find that the tenancy ended in accordance with the mutual agreement between the parties and that the Tenant vacated the rental unit and returned the keys on June 20, 2024.

Rent and daily compensation owing

8. The lawful rent was \$2,800.00. It was due on the 7th day of each month.
9. Based on the Monthly rent, the daily rent/compensation is \$92.05. This amount is calculated as follows: $\$2,800.00 \times 12$, divided by 365 days.
10. The Former Tenant has not made any payments since the application was filed.
11. The tenancy ended on June 20, 2024, as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
12. The rent arrears and daily compensation owing to June 20, 2024, are \$4,088.70.
13. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Rent Deposit

14. The Landlord collected a rent deposit of \$2,800.00 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.
15. Interest on the rent deposit, in the amount of \$37.78 is owing to the Former Tenant for the period from December 7, 2023, to June 20, 2024.

Key Deposit

16. **The Former Tenant testified that when he vacated the rental unit, he left the unit key in the locked mailbox. However, the Former Tenant did not advise the Landlord—either verbally or in writing (such as by email or text)—that the key had been left there.**

17. The Landlord testified that the unit key was not found in the mailbox.
18. As a landlord cannot reasonably be expected to prove that something did not occur, I would expect the Former Tenant to provide some supporting evidence that the key was returned in the mailbox, such as a photograph. In addition, the Former Tenant had a responsibility to notify the Landlord of where the key was left and failed to do so. For these reasons, I am not satisfied, on a balance of probabilities, that the key was returned.
19. However, I find that the amount charged by the Landlord for the refundable key deposit was not lawful.
20. Section 17 of Ontario Regulation 516/06 under the Residential Tenancies Act, 2006 (the "Act") provides an exemption to the general prohibition on additional charges. This section permits a landlord to collect a refundable key deposit, provided the amount does not exceed the reasonable direct cost to replace the key.
21. I find that a reasonable replacement cost for a standard key is \$10.00. As a result, \$190.00 of the key deposit collected by the Landlord will be applied as a credit toward the amount the Former Tenant is required to pay.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$4,088.70, which represents rent and compensation owing up to June 20, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The Landlord owes \$3,027.78.78 which is the amount of the rent deposit, and interest on the rent deposit, and \$190.00 of the refundable key deposit. This is These amounts are deducted from the amount owing by the Former Tenant.
4. The total amount the Former Tenant owes the Landlord is ~~\$1,436.92~~ \$1,246.92*. See Schedule 1 for the calculation of the amount owing.
5. If the Former Tenant does not pay the Landlord the full amount owing on or before April 18, 2026 May 1, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from April 19, 2026 May 2, 2026, at 4.00% annually on the balance outstanding.

March 19, 2026
Date Issued

Melissa Anjema
Member, Landlord and Tenant Board

April 02, 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 June 20, 2024	\$4,088.70
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$2,800.00
Less the amount of the interest on the last month's rent deposit	- \$37.78
<u>Less the unlawful amount collected for the key deposit</u>	<u>-190.00</u>
Total amount owing to the Landlord	\$1,436.92 <u>\$1,246.92</u>