



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-053726-25

In the matter of: 351 STONEHENGE DR
ANCASTER ON L9K0E8

Between: Han Yang Tenant
Guanyu Zhu
Yanzhe Cheng

And

Huilin Wang Landlord

Han Yang, Guanyu Zhu and Yanzhe Cheng (the 'Tenant') applied for an order determining that Huilin Wang (the 'Landlord') collected or retained money illegally.

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

Only the Tenant Han Yang and the Tenant's legal representative, Yun Tao Li attended the hearing.

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:

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 \$4,110.00.

Illegal charge collected

2. The Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenant, Han Yang, testified that he was one of three tenants who entered into a tenancy agreement with the Landlord commencing July 1, 2024. The tenancy terminated on June 30, 2025, at which time all tenants vacated the rental unit. The Tenant stated that notice to terminate the tenancy was provided to the Landlord around February 2025. The Landlord accepted this notice and began showing the rental unit to prospective tenants prior to the termination date.

3. The Tenant testified that all rent owing for the duration of the tenancy was paid in full, including the last month's rent deposit, which was applied to June 2025. The Tenant provided evidence (Tenant Disclosure, Doc ID #7347599, p. 21, para. 5) indicating that the tenants agreed to pay \$3,250.00 in deposits prior to moving into the unit. The Tenant testified that this amount was paid in two e-transfers: \$3,000.00 on June 30, 2024, and \$250.00 on July 30, 2024.
4. The Tenant stated that the \$3,250.00 constituted a damage deposit, which is not permitted under the Act, and that the Landlord has not returned this amount. The Tenant further testified that a key deposit of \$300.00 was also paid on October 19, 2024, via e-transfer. However, no documentary proof of this payment was submitted into evidence. The Tenant acknowledged that he did not return the garage remote and mailbox key at the end of the tenancy.
5. The Tenant entered WeChat messages between the Tenants and the Landlord's real estate agent, Cherry Yang dated June 22, 2024, and July 10, 2025, translated into English. The messages discussed tenancy arrangements and confirmed that the tenancy had ended.
6. The Tenant testified that on June 28, 2025, he paid \$560.00 by e-transfer for cleaning services. The Tenant stated that the Landlord required this payment upon move out pursuant to the lease. The Tenant submits that the cleaning fee is an illegal charge under the Act, and that the Landlord should instead pursue any alleged damages through a Landlord application.
7. The Tenant seeks the return of \$3,250.00 for the damage deposit, \$300.00 for the key deposit, \$560.00 for the cleaning fee, and reimbursement of the \$48.00 application filing fee.

Analysis

8. Section 105 of the Residential Tenancies Act, 2006 prohibits landlords from collecting a damage deposit. The only lawful deposit permitted is a rent deposit to be applied to the last month of the tenancy. Based on the uncontested documentary evidence, I find that the Tenant paid \$3,250.00 to the Landlord, which was characterized as a deposit separate from rent. I am satisfied on a balance of probabilities that this amount constitutes an illegal damage deposit. As such, the Landlord is required to return the full amount of \$3,250.00 to the Tenant.
9. With respect to the key deposit, section 134(1) of the Act permits a landlord to collect a refundable key deposit, provided it is reasonable and reflects the actual replacement cost of the keys. However, the Tenant has not provided documentary evidence confirming payment of the \$300.00 key deposit. While the Tenant testified that the payment was made, I find that the absence of corroborating evidence is determinative.
10. In addition, the Tenant acknowledged that the garage remote and mailbox key were not returned at the end of the tenancy. In these circumstances, even if the deposit had been proven, the Landlord would be entitled to retain a reasonable portion corresponding to replacement costs. Accordingly, I am not satisfied that the Tenant has proven entitlement to the return of the key deposit.

11. With respect to the cleaning fee, section 134(1) of the Act prohibits landlords from requiring tenants to pay charges that are not authorized under the Act. The Act does not permit a landlord to require a tenant to pay a mandatory cleaning fee at the end of a tenancy. If a landlord believes that a tenant has failed to maintain ordinary cleanliness or has caused undue damage, the appropriate remedy is to file an application with the Board.
12. Based on the evidence, I find that the \$560.00 cleaning fee was required by the Landlord as a condition of move-out and was not voluntarily agreed to in a manner consistent with the Act. I therefore find that the cleaning fee constitutes an illegal charge and must be returned to the Tenant.
13. The Tenant was successful in this application. Accordingly, pursuant to section 204 of the Act, the Tenant is entitled to reimbursement of the \$48.00 filing fee.

Interest on rent deposit owing

14. The Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the Act. The Landlord collected a last month rent deposit from the Tenant in the amount of \$3,250.00 on July 1, 2024. The Tenant testified that no interest was paid by the Landlord to the Tenant on the deposit through out the tenancy.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,939.25. This amount represents:
 - \$3,810.00 for the illegal charge collected.
 - \$81.25 for interest on 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 12, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 12, 2026, the Landlord will owe interest. This will be simple interest calculated from April 13, 2026, at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Nathan Korenberg
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.