



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-085847-24

In the matter of: UNIT 2803, 7 GRENVILLE ST
TORONTO ON M4Y0E9

Between: Peishan Jiang Tenants
Zhehui Huang

And

Qien Feng Landlord

Peishan Jiang and Zhehui Huang (the 'Tenants') applied for an order determining that Qien Feng (the 'Landlord') collected or retained money illegally. (T1 application)

Peishan Jiang and Zhehui Huang (the 'Tenants') also applied for an order determining that Qien Feng (the 'Landlord') substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenants or by a member of their household. (T2 application)

Peishan Jiang and Zhehui Huang (the 'Tenants') also applied for an order determining that Qien Feng (the 'Landlord') failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards. (T6 application)

This application was heard by videoconference on January 14, 2026.

Only the Tenant Zhehui Huang and the Tenants' Legal Representative Yun Tao Li attended the hearing.

As of 1:15 PM, 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 Tenants the amount of \$10,864.41.

T2/T6 Application

2. The Tenants claimed the same issue on both their T2 and T6 applications with the Board. The Tenants state that due to an issue with the washing machine a flood occurred in the rental unit. The Tenants claim that the Landlord failed to properly meet its maintenance obligations in addressing the flood, which resulted in the floor becoming water damaged and mold growing. The Tenants alleged that the Landlord's failure to address this issue resulted in a substantial interference of their enjoyment of the rental property.
3. The Tenant Zhehui Huang testified that on September 11, 2023 a water leak occurred within the rental unit due to an issues with the washing machine. The Tenants advised the Landlord of the leak on the same date and a plumber attended the unit.
4. The Tenants sought assistance in dealing with the flooded flooring, but were only provided some fans by the condominium corporation, but the Landlord took no steps other than advising that they would reach out to their insurance company.
5. The Tenants continued to follow-up with the Landlord regarding the steps the Landlord was taking to deal with the flooring, but the Landlord continuously advised the Tenants that the insurance company had been notified of the incident. The Landlord took no other action to deal with the issue.
6. In October the Tenants began noticing white spots of mold appearing on the dark coloured wood flooring and requested that the Landlord take action to replace the floor, but no action was taken by the Landlord.
7. Out of concern for their safety and well being the Tenants retain HON Environmental on September 5, 2024 to complete a mold inspection and report. The report revealed elevated concentrations of Aspergillus/Penicillium, Chrysosporium and Trichoderma in the unit.
8. The Tenants sent a copy of the report to the Landlord, but again no action was taken by the Landlord.
9. Due to the inactivity of the Landlord the Tenants felt they had no choice but to vacate the rental unit and sent an email to the Landlord on September 28, 2024 advising that they would be vacating the rental unit at the end of the month.

T6 Analysis

10. In *Onyskiw v. CJM Property Management Ltd.*, [2016 ONCA 477](#), the Court of Appeal held that the LTB should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs.
11. Based on the uncontested evidence of the Tenants, I find that the Landlord failed to meet their obligations under subsection 20(1) of the Act. The Landlord took no steps to address a flood in the unit or the growth of mold that occurred as a result.

T2 Analysis

12. Section 22 of the *Residential Tenancies Act, 2006* (the 'Act') states:

A landlord shall not at any time during a tenant's occupancy of a rental unit and before the day on which an order evicting the tenant is executed substantially interfere with the reasonable enjoyment of the rental unit or the residential complex in which it is located for all usual purposes by a tenant or members of his or her household.

13. Although the Tenant Zhehui Huang testified that she and the other Tenant had health concerns regarding the mold in the unit. The Tenants did not substantiate how it substantially interfered with the reasonable enjoyment of the rental unit. As such the Tenants T2 application is dismissed.

T6 Remedies

14. Under the remedies section of the T6 application, the Tenant sought a rent abatement of \$11,400.00 being a rent abatement of 25% of their \$3,800.00 monthly rent for 12 months from September 2023 to September 2024 when the tenants vacated the rental unit, and a declaration that the tenancy terminated on September 30, 2024 when the Tenants vacated the rental unit.

15. Pursuant to Section 29(2) of the *Residential Tenancies Act, 2026* (the 'Act')

29(2) No application may be made under subsection (1) more than one year after the day the alleged conduct giving rise to the application occurred.

16. Although this is an ongoing issue the Tenants are outside the limitation period with respect to the portion of their application that occurred more than one year prior to October 18, 2024 the date the application was filed.

17. In this case I find it appropriate to order a rent abatement of \$6,513.49 being 15% of the Tenants rent for the period of October 18, 2023 to September 30, 2024.

18. The tenancy between the Landlord and the Tenants was terminated on September 30, 2024 the date the Tenants vacated the rental unit.

T1 Application

19. The Tenant applied to the Board, pursuant to s. 135(1) of the *Residential Tenancies Act, 2006* (the 'Act'), alleging that the Landlord has illegally collected and retained money in contravention of the Act as follows:

1. The Landlord has illegally collected and retained a key deposit of \$400.00.
2. The Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants; and
3. The Landlord failed to pay the Tenants interest on the last month's rent deposit.

Key Deposit

20. The Tenant, Zhehui Huang stated that the Tenants were required to pay a key deposit of \$400.00 on August 1, 2023 upon moving into the rental unit.
21. The Tenants emailed the Landlord on September 28, 2024 indicating that they would be vacating the rental unit and returning the keys to the Landlord on October 1, 2024.
22. Despite requesting the return of the key deposit as of the date of this hearing the Landlord has not returned the \$400.00 key deposit to the Tenants.

Analysis

23. On the basis of the uncontested evidence before me, I find on a balance of probabilities that the Landlord collected a \$400.00 key deposit from the Tenants on August 1, 2023. I further find that the Tenants returned the keys for the rental unit to the Landlord on October 1, 2024 after vacating the rental unit, and as of the date of this hearing, the Landlord has not returned the \$400.00 key deposit to the Tenants.
24. Section 134 of the Act provides that a Landlord may not collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable.
25. Section 17 of *Ontario Regulation 516/06* under the Act provides for the following exceptions to the prohibition of key deposit charges in section 134:
 3. Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs.
[Emphasis added]
26. There was no evidence before me that the key deposit collected by the Landlord was equal to or less than the expected direct replacement costs to of the keys provided; the Tenants state that it is an unreasonable cost. I find that the Tenants paid a \$400.00 refundable key deposit to the Landlord and the Landlord did not refund the deposit once the keys were returned. Therefore, I find that the Landlord has collected a deposit above the reasonable replacement cost contrary to the Act and Regulation and has illegally retained that key deposit after the keys were returned.
27. The Tenants are entitled to have the illegally collected deposit returned.

Return of Last Month's Rent Deposit

28. The Tenant testified that at the commencement of the tenancy the Tenants paid the Landlord \$7,600.00 on July 5, 2023 representing first and last months rent.
29. The Tenants vacated the rental unit at the end of September, 2024 and the Landlord failed to return Tenants' rental deposit.

30. Based on the uncontested evidence before me I am satisfied that the Landlord did not return the unused rental deposit to the Tenants. This is prohibited by Section 135 of the *Residential Tenancies Act, 2006* (the 'Act').

Interest on Last Month's Deposit

31. The Landlord failed to pay the Tenants interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'). The Tenants provided a last month's rent deposit to the Landlord on July 5, 2023 and now interest has been paid on that amount to the Tenants annually, as required by section 106(6) of the *Residential Tenancies Act, 2006* (the 'Act').

It is ordered that:

1. The tenancy between the Tenants and the Landlord was terminated September 30, 2024 the date the Tenants vacated the rental unit.
2. The total amount the Landlord shall pay the Tenants is \$10,864.41. This amount represents:
 - \$6,513.49 in a rent abatement.
 - \$400.00 for the illegal charge collected.
 - \$3,800.00 for the last month's rent deposit.
 - \$102.92 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
3. The Landlord shall pay the Tenant the full amount owing by April 13, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by April 13, 2026, the Landlord will owe interest. This will be simple interest calculated from April 14, 2026 at 4.00% annually on the balance outstanding.
5. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 2, 2026

Date Issued

Sean Ramage

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.