



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-021229-26

In the matter of: 1105, 222 ALBERT ST
WATERLOO ON N2L 3T6

Between: DongHyun Lee Tenant

and

Waterloo Premium Property Management/MNL
Corner Inc. Landlord

DongHyun Lee (the 'Tenant') applied for an order determining that Waterloo Premium Property Management/MNL Corner Inc. (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 9, 2026.

Only DongHyun Lee attended the hearing.

As of 9:11 a.m., the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only Mr. Lee's evidence.

Determinations:

1. DongHyun Lee testified that he is seeking the return of his \$500.00 key deposit.
2. Mr. Lee referred to a tenancy agreement between his sister, Jabin Lee, and the Landlord. Mr. Lee is not named as a part in the tenancy agreement. Although the lease agreement notes a key deposit of \$500.00, Mr. Lee testified that the Landlord collected a total key deposit of \$1,000.00. He stated that because the rental unit contained 2 bedrooms, the Landlord requested \$500.00 for each room. He further testified that he paid \$500.00 via email transfer on February 28, 2022 and his sister also paid \$500.00 separately to the Landlord. He referred to his bank statement and an email transfer confirmation in support of his claim.

3. Mr. Lee testified that he did not have a tenancy agreement with the Landlord. He also indicated that he did not pay rent to the Landlord and confirmed that his sister paid the entire rent directly to the Landlord.
4. Mr. Lee also referred to an email dated March 10, 2026, in which the Landlord's agent states:
5. Mr. Lee also referred to a letter from his sister dated March 13, 2026, in which she confirms that she is the Tenant and that Mr. Lee paid an additional \$500.00 key deposit to the Landlord. Mr. Lee further testified that his sister has filed a separate application against the Landlord seeking the return of the key deposit.

Analysis

6. The issue before the Board is whether the Applicant is entitled the return of \$500.00 key deposit he paid directly to the Landlord.
7. Although I am satisfied based on his uncontested evidence that Mr. Lee paid a key deposit to the Landlord, the tenancy agreement before the Board identifies his sister, Jabin Lee, as the sole Tenant.
8. Mr. Lee acknowledged that his sister is the person named on the lease and further provided a letter from her confirming that she is the Tenant.
9. This application is filed under s.135 of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17 ('Act'):

135 (1) A tenant or former tenant of a rental unit may apply to the Board for an order that the landlord, superintendent or agent of the landlord pay to the tenant any money the person collected or retained in contravention of this Act or the *Tenant Protection Act, 1997*. 2006, c. 17, s. 135 (1).
10. Therefore, only a "tenant" can file an application seeking the return of illegally collected money. A "tenant" is defined in s.2(1) of the Act as including "person who pays rent in return for the right to occupy a rental unit".
11. In this case, I am not satisfied that Mr. Lee is the proper applicant for the relief sought in this application because he is not a Tenant. Mr. Lee does not pay rent to the Landlord in return for the right to live in the rental unit. The claim for the return of the key deposit properly belongs to the named Tenant, Jabin Lee.

It is ordered that:

1. The application is dismissed.

April 10, 2026

Date Issued

Adeela Alvez

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.