



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-091720-25

In the matter of: 9 RUPERT STREET
SCARBOROUGH ON M1K 1T3

Between: Javid Ahmad Yousafi Tenant

and

Chih Main Chow Landlord

Javid Ahmad Yousafi (the 'Tenant') applied for an order determining that Chih Main Chow (the 'Landlord') collected or retained money illegally.

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

The Landlord and his representative, Yun Tao Li, and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$648.00

T1 application - Illegal charge collected

2. The issue in this application is whether the Landlord collected a charge which is not allowed pursuant to s. 135 of the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant states that he is not responsible for the garbage removal under the lease agreement. He referred to the tenancy agreement dated February 14, 2024, paragraph 6, which is regarding services and costs.

4. Although the Tenant has paid both water/sewer services and solid waste management services from the beginning of his tenancy, he testified that the tenancy agreement does not make a selection with respect to garbage removal so he should be reimbursed by the Landlord.
5. The Landlord testified that water/sewer services and solid waste management services are both set out in one “utility bill” from the City of Toronto, and because of that he claims the Tenant is responsible for the solid waste management services.
6. The Landlord’s representative submits that there is an implied agreed term for the Tenant to pay the garbage removal charge because the Tenant has paid for the solid waste management services from the beginning of his tenancy until October 2025. In addition, the Landlord’s representative states that page 5, paragraph e of the tenancy agreement makes the Tenant responsible for costs of all utilities.
7. The Tenant testified that garbage removal is a service and not “utilities” under the Act.
8. The parties never discussed the terms of the tenancy agreement. The Landlord stated that the Tenant was found by his real estate agent and the tenancy agreement was signed electronically.

Analysis

9. Based on the evidence before me, I find that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
10. I accept the Tenant’s submission that provision e on page 5 of the tenancy requires the Tenant to pay utilities charges and not services and facilities.
11. Subsection 2(1)(f) of the Act defines “services and facilities” as including “garbage facilities and related services” whereas “utilities” is defined as “heat, electricity and water”.
12. I am not satisfied with the Landlord submission that the Tenant’s payment of the full City of Toronto utility bill from the commencement of the tenancy until October 31, 2025 demonstrates that the parties had an implied agreement that the Tenant would pay the garbage charges. While the Tenant paid the full utility bill for a period of time, this conduct alone does not override the written terms of the tenancy agreement or establish an implied term inconsistent with the lease. In the absence of a specific term assigning responsibility for garbage removal to the Tenant, I find that the solid waste management services remained the Landlord’s responsibility.
13. I say this because the lease lists water and sewerage charges and garbage removal as a separate service under section 6.
14. Further, the solid waste management services charge shown on the City of Toronto bill is the municipal equivalent of garbage removal. Just because it is listed on the “utility bill”

does not make it a utility charge for the purposes of the Act. As that service was separately identified in the lease and was not selected as the Tenant's responsibility, I find that the Tenant did not agree to pay that charge.

15. Subsection 135(4) of the Act provides:

No order shall be made under this section with respect to an application filed more than one year after the person collected or retained money in contravention of this Act or the *Tenant Protection Act, 1997*

16. In this case, the Tenant filed his application on October 31, 2025; therefore, the Tenant may claim illegal charges collected by the Landlord from October 31, 2024, onwards. The Tenant stated that the charge for the solid waste management services charge is \$50.00 per month and he paid them from October 2024 to October 2025. Therefore, the Tenant is entitled to \$600.00. The amount paid by the Tenant was not challenged by the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$648.00. This amount represents:
 - \$600.00 for the illegal charge collected.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 28, 2026, the Landlord will owe interest. This will be simple interest calculated from April 29, 2026 at 4.00% annually on the balance outstanding.

April 17, 2026
Date Issued

Adeela Alvez
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.