



Order under Section 135 Residential Tenancies Act, 2006

Citation: WAN v He, 2026 ONLTB 31017

Date: 2026-04-20

File Number: LTB-T-090952-25

In the matter of: 625, 188 BONIS AVE
SCARBOROUGH ON M1T3W3

Between: Kwok Hei WAN Tenant

And

Qiu Yuan He Landlord

Kwok Hei WAN (the 'Tenant') applied for an order determining that Qiu Yuan He (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 13, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. At the hearing, the Tenant confirmed that he was seeking the return of the \$200.00 key deposit but failed to include the correct math in the application.
2. The Landlord did not oppose this request and agreed that she would return the key deposit to the Tenant.
3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant the amount set out below.
4. The Tenant said his puppy caused damage to the floors in the rental unit and when he negotiated a new lease with the Landlord, he paid the Landlord \$1,500.00 as a damage deposit. He hired a contractor to repair the floors around October 2025. However, the Landlord was not pleased with the work done and refused to return the deposit when the tenancy ended on October 9, 2025.
5. There is no dispute that the Landlord collected a damage deposit from the Tenant in the amount of \$1,500.00 related to floors in the rental unit. Rather, the Landlord testified that

the work was not satisfactory. The Landlord was reminded that the damage allegations were not before the Board. The Landlord said that she filed an L10 application.

Analysis

6. The question before me is whether the Landlord is entitled to collect this additional charge pursuant to the Act.
7. Subsection 134(1) of the Act states:

134 (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) 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;

8. This reads as an absolute prohibition against a landlord charging any kind of fee other than rent to a tenant. However, the section uses the phrase “unless otherwise prescribed” which means fees can be charged if they are specifically permitted in the regulations of the Act.
9. The exemptions to s.134(1) are set out in section 17 of Ontario Regulations 516/06. The list of exemptions does not include a damage deposit.
10. Given the above, I find the Landlord breached s.134 of the Act by collecting from the Tenant an additional charge in the sum of \$1,500.00 as a damage deposit, irrespective of the fact that the parties negotiated and accepted the terms.
11. As the Tenant has been successful in his application, the Tenant is entitled to a reimbursement of the application fee.
12. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,748.00 This amount represents:
 - \$1,700.00 for the illegal charge and key deposit collected;
 - \$48.00 the cost to file the application.
2. The Landlord shall pay the Tenant the full amount owing by May 1, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 1, 2026, the Landlord will owe interest. This will be simple interest calculated from May 2, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 20, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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