



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-104287-25

In the matter of: 521, 121 SAINT PATRICK ST
TORONTO ON M5T0B8

Between: Sofia Frenk-Knaul Tenant

And

Weihua Zhu Landlord

Sofia Frenk-Knaul (the 'Tenant') applied for an order determining that Weihua Zhu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 15, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Illegal charge collected

2. The Landlord did not collect a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). The parties agreed that the Tenant had signed a fixed term tenancy commencing on November 20, 2025 for a 1 year term. However, the parties signed an N11 notice and mutually agreed to terminate the lease early on November 23, 2025.
3. The N11 notice is a mutual agreement to end the tenancy. The parties agreed the Tenant had paid the Landlord \$7,219.20 and that should the Tenant vacate in compliance with the N11 notice, the Landlord would refund the Tenant \$2,184.20. Both parties agreed the Tenant was refunded this amount and that \$5,035.00 is what remained with the Landlord. This amount is what the Tenant is disputing was illegally charged by the Landlord.
4. The Tenant testified that she had to vacate the rental unit because of the condition of the rental unit. I find that the Landlord did not collect a charge that is not allowed under the Act. The Tenant and the Landlord came to a mutual agreement via the N11 notice. The conditions in the N11 notice were met – both parties agreed to this. The \$5,035.00 that remained with the Landlord was not an illegal charge, but what the parties agreed the

Landlord was to retain after the Tenant vacated. The Tenant did not bring a T6 application forward during her tenancy to raise maintenance issues and testified that she was not aware she could. I do not find this a sufficient reason to deter away from the N11 notice, which is a legally binding contract between parties.

It is ordered that:

1. The Tenant's application is dismissed.

April 23, 2026
Date Issued

Vishal Nanda
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.