



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-093681-25

In the matter of: 173 Winter Gardens Trail
Scarborough ON M1C3N1

Between: Daniel Brennan Tenant

And

Zhongwu Liao Landlords
Yuanzhen Yang

And

August Jian Landlord's Agent

Daniel Brennan (the 'Tenant') applied for an order determining that August Jian (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 22, 2026. The Tenant and the Landlord's Agent attended the hearing.

The application is amended to include the Landlords.

Determinations:

1. As explained below, the Tenant proved one of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant, \$248.00 for the key deposit, and for the cost of filing the application.
2. The Tenant alleged that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').
3. The Tenant testified that he moved into the rental unit on June 1, 2024, and vacated the unit on August 15, 2025. The Tenant paid \$200.00 to the Landlords for a refundable key deposit. The Tenant provided a text message from the Landlord's Agent dated about June 1, 2024, where the Landlord's Agent confirmed the email address to which the Tenant should pay the deposit.
4. The Tenant further presented a screenshot of an interac transaction from his bank which showed that \$200.00 was auto deposited to 'winter trail' on June 1, 2024.

5. The Landlords' Agent argued that the screenshot did not show that the payment was made to the Landlord because it did not contain any identifying information for the Landlord. He did not know if the Landlords received the payment.
6. Section 105 (1) of the Act, states that the only security deposit that a Landlord may collect is a rent deposit and section 134(1) specifically prohibit the collection of a key deposit. Section 17 of O'Reg. 516/06 to the Act provides for certain exceptions from section 134(1) including "*Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs*".
7. In this case, the deposit of \$200.00 is more than "*the expected direct replacement costs*" for the keys and was not refunded to the Tenant at the end of the tenancy. Although the screenshot provided by the Tenant did not include the Landlords' name or email address, the payment was made on June 1, 2024, following the Tenant's conversation with the Landlord's agent and the agent's confirmation of the email address to which the payment was to be sent. As the Landlord's Agent did not categorically deny that the Landlords received the payment, I find on a balance of probabilities that the Tenant paid the \$200.00 key deposit to the Landlords. Accordingly, the Landlords are required to refund the deposit to the Tenant.
8. The Tenant further claimed that the Landlord collected a \$229.50 charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act'). While the Tenant claimed that the charge was for solid waste/garbage which he was not required to pay based on the terms of the tenancy agreement, the Landlord argued that it was contained in the same bill as the water charges which the Tenant is required to pay. In any event, even if I were to accept the Tenant's position, the Tenant provided insufficient evidence to support the amount claimed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$248.00. This amount represents:
 - \$200.00 for the illegal charge collected, and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 8, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 8, 2026, the Landlord will owe interest. This will be simple interest calculated from May 9, 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 27, 2026
Date Issued

Jitewa Edu
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.