



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-098615-25

In the matter of: 608, 1 VALHALLA INN RD
ETOBICOKE ON M9B1S9

Between: Yujian Bai Tenant

And

Faisal Alsayegh Landlord

Yujian Bai (the 'Tenant') applied for an order determining that Faisal Alsayegh (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 28, 2026.

The Landlord 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 the Tenant \$71.90.

Key Deposit:

2. At the hearing, the Tenant confirmed that he paid a \$150.00 key deposit and that the Landlord did not return it when the tenancy ended. However, the Landlord paid the Tenant \$222.39 on November 25, 2025, in an attempt to resolve the issues raised in the Tenant's application. That payment included the full \$150.00 key deposit. As a result, the Tenant withdrew the key deposit claim from the application.

Interest on rent deposit owing:

3. There is no dispute that the Tenant moved into the rental unit on September 12, 2022, and paid the Landlord \$2,150.00 as a last month's rent deposit.
4. There is also no dispute that the parties agreed to terminate the tenancy as of September 30, 2025. The Landlord did not pay the Tenant the interest owing on the last month's rent deposit as required by the *Residential Tenancies Act, 2006* (the 'Act').

5. Based on the evidence before me, I find that the interest owing on the rent deposit is \$151.29. This amount is slightly higher than the amount discussed at the hearing. My reasons for this finding are set out below.

6. Subsections 106 (3)(6)(10) of the Act says:

(3) If the lawful rent increases after a tenant has paid a rent deposit, the landlord may require the tenant to pay an additional amount to increase the rent deposit up to the amount permitted by subsection (2). 2006, c. 17,

(6) A landlord of a rental unit shall pay interest to the tenant annually on the amount of the rent deposit at a rate equal to the guideline determined under section 120 that is in effect at the time payment becomes due. 2006, c. 17, s. 106 (6).

(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates. 2006, c. 17, s. 106 (10).

7. The parties agreed that the tenancy would terminate as of September 30, 2025. The Tenant did not pay rent for September 2025 because the Landlord applied the last month's rent deposit to September rent. Therefore, as of September 1, 2025, the rent deposit became the rent payment for the last month of the tenancy and was no longer held as a deposit. For that reason, interest is calculated only to August 31, 2025.

8. After reconsidering the evidence, I find that the interest owing for the period from September 12, 2022, to August 31, 2025, is \$151.29:

<u>INTEREST CALCULATOR TO 2026</u>					
Time Period	From (DD-MM-YY)	To (DD-MM-YY) or Anniversary Date	Deposit Amount	# of Days	Interest Due
For Period Ending in 2022 (1.2%)	September 12, 2022	December 31, 2022	\$2,150.00	111	\$7.85
For Period Ending in 2023 (2.5%)	January 1, 2023	December 31, 2023	\$2,150.00	365	\$53.76
For Period ending in 2024 (2.5%)	January 1, 2024	December 31, 2024	\$2,150.00	366	\$53.90
For Period ending in 2025 (2.5%)	January 1, 2025	August 31, 2025	\$2,150.00	243	\$35.79

For Period ending in 2026 (2.1%)	January 1, 2026	February 28, 2026		FALSE	\$0.00
Total					\$151.29

9. The evidence also shows that the Landlord did not increase the amount of the rent deposit after September 2022. There is no dispute that the lawful rent for September 2025 was \$2,205.00. Because the rent deposit remained \$2,150.00, it did not cover the full September 2025 rent. I therefore find that the Landlord is entitled to deduct \$55.00 from the unpaid interest.
10. The Landlord paid the Tenant \$222.39 on November 25, 2025. Of that amount, \$150.00 was applied to the unpaid key deposit. The remaining \$72.39 is applied to the unpaid interest on the rent deposit.
11. The amount still owing to the Tenant is therefore \$151.29 minus \$55.00 minus \$72.39, which equals \$23.90.
12. The Landlord shall pay the Tenant \$23.90

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$71.90. This amount represents:
 - \$23.90 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by May 17, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 17, 2026, the Landlord will owe interest. This will be simple interest calculated from May 18, 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.

May 6, 2026
Date Issued

 Joy Xiao
 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.