



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-006081-26

In the matter of: 14 GRENBECK DR
SCARBOROUGH ON M1V2H6

Between: Leopoldo Francisco Toro Cabrera Tenant

And

Songken Chen Landlord

Leopoldo Francisco Toro Cabrera (the 'Tenant') applied for an order determining that Songken Chen (the 'Landlord') collected or retained money illegally.

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

Only the Tenant attended the hearing.

The Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$3,048.00.

Illegal charge collected

2. The Tenant testified that the tenancy commenced on December 1, 2022, and terminated on September 30, 2025. The lawful monthly rent was \$3,150.00.
3. The Tenant testified that upon moving into the rental unit on December 1, 2022, he paid a full year of rent upfront to the Landlord. The Tenant stated that, in addition to this payment, the Landlord retained the equivalent of two months' rent as a deposit.
4. The Tenant relies on documentary evidence, including Text message communications with the property manager, Vanessa Wu (Doc ID #7203738), E-transfer records (Doc ID #7203740), showing payments made in October and November 2023 totaling \$6,225.00.

5. The Tenant testified that an agreement was reached via text message on August 26, 2025, with the property manager to terminate the tenancy effective September 30, 2025. The Tenant stated that one month of the deposit was applied to the September 2025 rent. The Tenant asserts that the Landlord retained an additional month's rent deposit, \$3,000.00, which has not been returned. The Tenant testified that he made multiple attempts to contact both the property manager and the Landlord on September 30, October 22, and November 13, 2025, and by email on October 22, 2025, requesting the return of the deposit, but received no response.
6. The Tenant also testified that he paid \$1,214.00 on August 23, 2025, to unclog a sink after the Landlord failed to respond to a maintenance request. The Tenant acknowledged this issue may fall under a different application type.

Analysis

7. Section 105 of the *Residential Tenancies Act, 2006* (the 'Act') permits a landlord to collect a rent deposit only for the last month of rent.
8. Section 134 of the Act prohibits a landlord from collecting any amount not expressly permitted under the Act. Based on the uncontested evidence before me, I find that the Landlord collected more than one month's rent as a deposit, which constitutes an illegal charge.
9. I further find that one month of the deposit was properly applied to the September 2025 rent. However, the remaining amount, equivalent to approximately one month's rent was not returned to the Tenant after the tenancy ended.
10. Section 106(10) of the Act requires that any rent deposit held by the landlord be applied to the last month of rent or otherwise accounted for. Retaining an additional deposit is not permitted.
11. In the absence of any evidence from the Landlord justifying retention of the additional funds, I find that the Landlord has unlawfully retained \$3,000.00 belonging to the Tenant.
12. With respect to the Tenant's payment for plumbing services, I make no finding, as this issue is more properly addressed in an application under section 29 relating to maintenance.
13. The Landlord did not attend the hearing and did not provide any evidence or submissions.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,048.00. This amount represents:
 - \$3,000.00 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 May 15, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by May 15, 2026, the Landlord will owe interest. This will be simple interest calculated from May 16, 2026 at 4.00% annually on the balance outstanding.

May 4, 2026
Date Issued

Nathan Korenberg
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.