



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-097337-25

In the matter of: 12 BAKER HILL BLVD
STOUFFVILLE ON L4A 4W8

Between: Wei Wu
Yifei Huang Tenants

and

Chin Hung Timmy So Landlord

Wei Wu and Yifei Huang (the 'Tenants') applied for an order determining that Chin Hung Timmy So (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 27, 2026.

The Landlord and the Tenants attended the hearing.

Determinations:

1. The Tenants' T1 application did not clearly identify the reason for the claim or remedy sought. At the hearing, the Tenants requested that the application be amended to include the return of the last months' rent deposit and a pet deposit. I granted the amendment because the Landlord confirmed that he understood the Tenants' claim or purpose of the application and was prepared to respond at the hearing.

Whether the Landlord collected or retained money illegally

2. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlords must pay \$2,048.00.
3. The tenancy began on April 18, 2024, and the initial one-year term ended on April 17, 2025. Thereafter the tenancy continued on a month to month basis. On August 28, 2025, the Tenants served an N9 notice to end their tenancy with a termination date of October 30, 2025. This was a valid notice of termination because it complies with sections 44 and 47 of the *Residential Tenancies Act, 2006*.
4. It is undisputed that the tenancy terminated on October 31, 2025 when the Tenants returned the property keys to the Landlord. The Tenants also confirmed that rent was paid for the month of October 2025, which was not disputed by the Landlord.

5. Yifei Huang, testified on behalf of the Tenants. She referred to the Acknowledgement dated April 18, 2024 which confirms that the Tenants paid \$7,400.00 at the beginning of the tenancy. The document sets out: \$200.00 for a key deposit, \$1,000.00 for a pet damage deposit, and \$6,200.00 for prepaid rent for January 18, 2025 (10th month) and February 18, 2025 (11th month). The Landlord returned the \$200.00 key deposit and \$2,100.00 from the last months' deposit; however, as of the hearing date, the Landlord still held \$2,000.00, which consisted of \$1,000.00 for the remaining balance of the last months' rent deposit and \$1,000.00 for the pet deposit. The Landlord responded that he retained these amounts because the Tenants caused damage to the rental unit.
6. Based on the evidence before me, I find that the Landlord did not use the Tenants' rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenants. This is prohibited by s. 106(10) the Act, which states "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."
7. A Landlord is not entitled to keep a rent deposit because they believe their Tenant caused damage. A Landlord must file an application at the Board claiming compensation for damages and the Board will decide if the Landlord is entitled to compensation after holding a hearing and considering the parties' evidence on that issue.
8. Further, it is undisputed that the Landlord collected \$1,000.00 for a "pet damage deposit." I find that the Landlord collected an additional charge prohibited by s.134(1) of the Act. Therefore, \$1,000.00 is also applied to the outstanding balance owed by the Landlord.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$2,048.00. This amount represents:
 - \$1,000.00 for the last month's rent deposit;
 - \$1,000.00 for the additional illegal charge; and
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by May 14, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by May 14, 2026, the Landlord will owe interest. This will be simple interest calculated from May 15, 2026 at 4.00% annually on the balance outstanding.

May 7, 2026
Date Issued

Adeela Alvez
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.