



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

File Number: LTB-T-098265-25

In the matter of: 1812, 17 ANNDALÉ DR
NORTH YORK ON M2N2W7

Between: TINA DANG Tenant

And

YUN CHEN Landlord

TINA DANG (the 'Tenant') applied for an order determining that YUN CHEN (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on April 30, 2026.

Only the Tenant attended the hearing.

As of 12:03pm, 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 did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Tenant provide oral testimony and filed documentary evidence to the Board (DOC-6838542) to support her claims in the application.
3. The Tenant's position is that the Landlord is holding a deposit she paid to the Landlord for a rental unit and the Tenant did not take possession and the Landlord did not return the deposit.
4. The Tenant stated she found the rental unit and went to view the rental unit with the Landlord on September 1, 2025. The rental unit was one of two rooms in a condo. The other room was rented by another tenant.
5. The Tenant stated she paid a deposit of \$500.00 to hold the room as the Tenant needed to provide her existing landlord with 60 days notice.

6. The Tenant stated the tenancy was to commence on November 1, 2025. The lawful rent was \$1,350.00 per month for a fixed term of 6 months.
7. The Tenant submitted text messages between the Tenant and the Landlord regarding the rental details.

Analysis

8. Section 107 of the *Residential Tenancies Act*, 2006 (the "Act") states:

Rent deposit, prospective tenant

107 (1) A landlord shall repay the amount received as a rent deposit in respect of a rental unit **if vacant possession of the rental unit is not given** to the prospective tenant. 2006, c. 17, s. 107 (1).

9. The Tenant's position is there was no tenancy and therefore the Landlord has no right to hold the \$500.00.
10. The Act defines a tenancy agreement as: "a written, oral or implied agreement between a tenant and a landlord for occupancy of a rental unit and includes a licence to occupy a rental unit;"
11. Section 107 prevents a Landlord from holding a deposit where the Landlord does not provide vacant possession to the Tenant.
12. In the case before me I am satisfied that a tenancy agreement was in place between the Landlord and the Tenant. The Tenant testified that she and the Landlord agreed on a start date of the tenancy, the term, the day rent was due and when the tenancy was to commence.
13. The Tenant's testimony was that the tenancy was to commence on November 1, 2025 so that the Tenant could give 60 days notice to her existing landlord.
14. The Tenant emailed the Landlord on October 26, 2025 and informed the Landlord she would not be taking the rental unit. The email from the Tenant states: "I have since decided not to proceed with the rental."
15. On November 2, 2025 the Tenant follows up with another email stating that no lease was signed and she did not take possession of the rental unit and the Landlord cannot hold her deposit.
16. The email between the Landlord and the Tenant indicates that the Landlord was holding the rental unit for the Tenant since the Tenant gave the deposit and stated: "Hi Tina, you said you wanted to rent my room I waited for you for two months. Now you don't want to rent it anymore."

17. Section 107 states a Landlord cannot unilaterally decide to cancel the tenancy agreement and keep the deposit, but there must in fact be a tenancy agreement.
18. Further, a prospective tenant also cannot unilaterally cancel the tenancy agreement and decline to take possession if vacant possession has been offered to the Tenant.
19. With the totality of the uncontested evidence and submissions before me and on a balance of probabilities I find the Tenant has not proved the allegations in the application.
20. Given the above I find the Landlord and the Tenant entered into a tenancy agreement and the Landlord offered vacant possession to the Tenant however the Tenant attempted to cancel the tenancy agreement.
21. Therefore, the Tenant's application is dismissed.
22. This order contains all reasons for the determinations and order made. No further reasons will be issued.

It is ordered that:

1. The Tenant's application is dismissed.

May 13, 2026
Date Issued

Greg Brocanier
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.

