



Order under Section 135 Residential Tenancies Act, 2006

Citation: Guan v Yu, 2026 ONLTB 37543

Date: 2026-05-20

File Number: LTB-T-104995-25

In the matter of: 1602, 11 CHARLOTTE ST
TORONTO ON M5V0M6

Between: Anna Guan Tenant

And

Yu Yu Landlord

Anna Guan (the 'Tenant') applied for an order determining that Yu Yu (the 'Landlord') collected or retained money illegally.

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

The Landlord attended with their spouse, Mingdi Zhong, who acted as agent and interpreter for the Landlord. The Tenant's mother, Xiangfei Li attended on behalf of the Tenant.

Determinations:

1. The Tenant filed an application for the return of their last month's rent (the 'LMR') deposit and money paid to the Landlord for the hot water heater. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must return the money to the Tenant.

Last Month's Rent

2. The Landlord collected \$1,000 for a LMR deposit on March 30, 2025, prior to the commencement of the tenancy. This was a fixed term tenancy running May 1, 2025, to August 31, 2025.
3. The Landlord did not return the LMR when the Tenant vacated the rental unit. Instead, the Landlord held the LMR to apply to damages.
4. There is no provision in the *Residential Tenancies Act, 2006* (the 'Act') that allows a Landlord to apply a LMR deposit to damages.

5. At the hearing, the Landlord did not dispute they were holding the LMR deposit and agreed to return it to the Tenant.

Hot Water Tank

6. The Tenant is also seeking reimbursement for the hot water tank rental payments made to the Landlord, totaling \$305.10, calculated at \$101.70 per month for three months.
7. The Tenant references section 20 of the Act in support of their position that the hot water tank rental is part of maintenance, so should be the Landlord's responsibility. The hot water tank is powered by propane gas, and the Landlord relies on the lease, in which the Tenant agreed to pay the costs of gas for the rental unit.
8. The tenancy agreement does not explicitly state the Tenant will pay the rental amount for the hot water tank, nor was any evidence provided at the hearing of any oral agreement between the parties for the hot water tank rental fees.
9. It is a general rule of contract interpretation that any ambiguity in a contract shall be interpreted against the person who drafted the contract; in this case that would be the Landlord. The lease shows that "Gas" is not included in the lawful rent for the rental unit. There is no mention of a hot water tank rental. We find it reasonable that the Tenant was not aware of an additional hot water tank rental fee and the Landlord will be ordered to return the amount the Tenant paid.
10. In her application, the Tenant acknowledges \$105.97 is owing to the Landlord for hydro services and requests it be deducted from the amount ordered for the hot water tank. Accordingly, the amount the Landlord shall be ordered to pay the Tenant for the hot water tank rental is \$199.13.

Costs

11. The Tenant incurred costs of \$48.00 for the application filing fee and is entitled to reimbursement of these costs.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,247.13. This amount represents:
 - \$1,000.00 for the LMR
 - \$199.13 for 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 31, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by May 31, 2026, the Landlord will owe interest. This will be simple interest calculated from June 1, 2026, at 4.00% annually on the balance outstanding.

May 20, 2026
Date Issued

Heather Woodside
Member, Landlord and Tenant Board

Dawn Sullivan
Vice Chair, 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.