



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

File Number: LTB-T-017061-26

In the matter of: 79 FIELDVIEW CRES
MARKHAM ON L3R3H7

Between: Weijing Liang Tenant
Yaohui Shen
Mengdi Shen
Tianle Shen

And

Minhui Yang Landlord
Chen Zhu

Weijing Liang, Yaohui Shen, Mengdi Shen and Tianle Shen (the 'Tenant') applied for an order determining that Minhui Yang and Chen Zhu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 7, 2026 at 09:00 am.

The Landlord, the Tenant Representative Julie Jing Zhu and the Tenant Weijing Liang 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 to the Tenant \$15,508.18

Illegal rent collected

2. It was the Tenant's testimony corroborated by that of the Landlord that as of January 1, 2025 the lawful rent was \$2,000.00 but on February 1, 2025 the Landlord, without providing notice, increased the rent to \$2,700.00 and then again on March 1, 2025 to \$3,200.00.
3. It was also uncontested that the Tenant paid the increased rent on February 1, 2025 and on March 1, 2025 until December 28, 2025 when they moved out of the rental unit. It was also uncontested that the rental unit was built prior to November 2018, therefore not exempt to the limitations set out in subsections 119 and 120 of the *Residential Tenancies Act, 2006* (the "Act")

4. The Tenant Representative then submitted the amount of illegal rent charged and collected was \$12,700.00.
5. By way of explanation, the Landlord testified that did not believe they had a formal Landlord Tenant relationship with the Tenant as they had previously been friends, they also testified to being unfamiliar with the Act claiming, that they had “learned their lesson” and submitting they should not have to pay the amount sought.
6. Based on the above testimony I am satisfied that the Landlord collected rent in excess of the amount allowed by the Act. Specifically, the February and March 2025 rent increases were not preceded by a notice pursuant to subsection 116 of the Act, the amount of the increases exceeded that allowed pursuant to subsection 120(1) of the Act and the increases occurred within 12-months of each other contrary to subsection 119(1) of the Act.

Rent deposit and interest not applied to last month of tenancy

7. It was also uncontested that the Landlord did not use the Tenant's rent deposit or interest owing to pay for the last rental period of the tenancy and did not return the deposit or interest to the Tenant. This is prohibited by subsection 106(10) of the Act.

Amount owing.

8. Based on the above determinations I directed that I was satisfied that the Tenant had proven their case and the total amount owing to the Tenant was \$15,508.18, broken down as follows:
 - \$12,700.00 for the illegal charge collected.
 - \$2,600.00 for the last month's rent deposit.
 - \$160.18 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
9. Upon making the above determination the Landlord requested an adjournment, claiming they had not received the NOH until a week prior, and had not had time to seek legal counsel. However, based on their own testimony above, namely that they had failed to provide proper notice, did demand and collect the increased rent, and retained the last months rent deposit and interest, I denied the request as an adjournment was not an opportunity to re-present one's case and would constitute an abuse of process.

It is ordered that:

2. The total amount the Landlord, shall pay the Tenant is \$15,508.18. This amount represents:
 - \$12,700.00 for the illegal charge collected.
 - \$2,600.00 for the last month's rent deposit.
 - \$160.18 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.

3. The Landlord shall pay the Tenant the full amount owing by May 30, 2026.
4. If the Landlord does not pay the Tenant the full amount owing by May 30, 2026, the Landlord will owe interest. This will be simple interest calculated from May 31, 2026 at 4.00% annually on the balance outstanding.

May 19, 2026
Date Issued

Kelly Delaney
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.