



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-003258-26

In the matter of: 1107, 38 HONEYCRISP CRES
CONCORD ON L4K 0M8

Between: Lucas Carvalho Guedes Tenants
Barbara Zibordi Matias de Oliveira Martins

And

Yongyi Zhai Landlord

Lucas Carvalho Guedes and Barbara Zibordi Matias de Oliveira Martins (the 'Tenants') applied for an order determining that Yongyi Zhai (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 11, 2026.

Only the Tenants attended the hearing.

As of 10:23am 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 Tenants have proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord shall pay to the Tenants \$548.00 for the illegal retention of their deposit and the filing fee.
2. The Tenants' uncontested evidence was that on October 25, 2025, they paid the Landlord a deposit in the amount of \$500.00, which constituted a \$200.00 key deposit and a \$300.00 damage deposit. They testified the unit was returned with no damage, and the keys were returned via the locker to the Landlord's Realtor on or about December 31, 2025, however the Landlord did not return the deposit for the damages and the keys.
3. Section 134(1)(a) of the Residential Tenancies Act, 2006 (Act) provides:

Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus,

penalty, key deposit or other like amount of money whether or not the money is refundable.

4. Section 17 of O. Reg. 516/06 under the Act provides that certain payments are exempt from subsections 134 (1) of the Act, including "Payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs." There is no exception for a damage deposit.
5. Based on the uncontested evidence before me, I find that the Landlord received the keys to the unit on or about December 31, 2025, and the Landlord did not return the \$200.00 deposit to the Tenants. Further, I find that the Landlord unlawfully collected a \$300.00 damage deposit from the Tenants and has not returned the \$300.00 deposit to the Tenants. As such, I find that the Landlord illegally retained this amount, and the Landlord shall pay the Tenants the amount of \$500.00 for the deposit.
6. The Tenants incurred costs of \$48.00 for filing the application and is entitled to an order for those costs.
7. This order contains all of the reasons within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$548.00. This amount represents:
 - \$500.00 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 June 9, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 9, 2026, the Landlord will owe interest. This will be simple interest calculated from June 10, 2026 at 4.00% annually on the balance outstanding.

May 28, 2026
Date Issued

Angela Smith
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.