



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-103397-25

In the matter of: 209, 51 THE CHIMNEYSTACK RD
NORTH YORK ON M3J 3L9

Between: Shiqi Wang Tenants
Yuqi Song

And

Alexander Mate Kodjo Landlord

Shiqi Wang and Yuqi Song (the 'Tenants') applied for an order determining that Alexander Mate Kodjo (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. As explained below, the Tenants have proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay \$1,898.00 to the Tenants.

Preliminary Issue: Are the parties in a landlord/tenant relationship?

2. The named Landlord and the Tenant entered into a "sublease" agreement on January 6, 2024, with a monthly rent of \$1,850.00. The agreement identifies both Tenant as "Sub-Tenant" and the Landlord as the "Principal Tenant (Landlord)." The parties signed a 10-month fixed-term "sub-lease" agreement on January 3, 2025. The Tenant paid the agreed upon rent directly to the Landlord from January 6, 2025, to October 31, 2025.
3. It is not disputed that the Landlord was himself a tenant in the rental unit and was responsible for paying the rent to his landlord.

The Landlord and Tenant did not enter into a valid subtenancy

4. Sections 2(2) and 97 of the *Residential Tenancies Act, 2006* (the 'Act') set out the four requirements for an authorized subtenancy:

1. The tenant must vacate the rental unit
 2. The sub-tenant has the right to occupy the rental unit for a fixed period ending on a specified date before the end of the original tenant's lease
 3. The original tenant has the right to resume occupancy of the rental unit after that specified date
 4. The landlord must consent to the subtenancy
5. The facts of this case are somewhat similar to those in the Divisional Court's decision *Tremblay v. Ogunfeibo*, 2019 ONSC 7423 ('Tremblay'). In that case, Ms. Tremblay rented two separate rental units from the owner of the building; she lived in one unit and rented the other out to Mr. Ogunfeibo. Ms. Tremblay wanted her daughter to move into Mr. Ogunfeibo's unit, took the position that the Act did not apply, and locked Mr. Ogunfeibo out.
 6. The Court determined that the parties were not in a subtenancy under section 97(1) of the Act because (1) there was no evidence that the owner had consented to the subtenancy; and (2) the agreement between Ms. Tremblay and Mr. Ogunfeibo did not provide for Ms. Tremblay's return to the unit or otherwise mention a subtenancy.
 7. The Court also reviewed the Act's definitions of "landlord", "rent", "rental unit", and "tenant", as well as the exemption in section 5(i) of the Act. Noting the Act's remedial purpose, the Court found that Ms. Tremblay and Mr. Ogunfeibo had entered into a landlord and tenant relationship subject to the Act:

[36] The relationship between Ms. Tremblay and Mr. Ogunfeibo falls squarely within the words of the statute. She is a landlord because she is a "person who permits occupancy of a rental unit". She is not permitting Mr. Ogunfeibo to occupy her unit with her, so the exemption in the definition of "landlord" in paragraph (a) of the definition does not apply.

[37] Similarly, Mr. Ogunfeibo is "a person who pays rent in return for the right to occupy a rental unit". He pays that rent directly to Ms. Tremblay and he gave evidence that he believed she was the landlord. So, he fits the definition of "tenant".

[38] The bedroom, kitchen, common area, and bathroom are "any living accommodation used or intended for use as rented residential premises" so they meet the definition of a "rental unit." . . .

8. In this case, the Agreement does not give the "Principal Landlord" the right to reoccupy the rental unit, and the rental unit's owner has not consented to the arrangement between the Tenant and the Landlord. Therefore, with the Court's reasoning in *Tremblay* and section 97 of the Act in mind, I am not satisfied that the agreement between the parties was a valid subtenancy.
9. Furthermore and distinct from *Tremblay*, the agreement between the Landlord and Tenants in this case was plainly titled as a sublease and referred to the Landlord as the principal tenant (landlord) and the Tenant's as the subtenants. I am therefore satisfied that the parties intended to and did enter into a landlord and tenant relationship.

10. Looking to section 202 of the Act, it requires the Board to ascertain the substance of the agreement between the parties, and in doing so it may disregard the outward forms of a transaction and have regard to the parties' pattern of activities. When looking at this case, I am satisfied that, like in *Tremblay*, the Landlord is a person who permits occupancy of the rental unit without also occupying it, and the Tenants were people who paid rent in return for the right to occupy it. Significantly, the Landlord did not specify a date for his return or his right to reoccupy of the rental unit, conversely, the Landlord was ambiguous and provided the Tenant's the option for extension should they so choose.
11. Applying section 202 to the facts before me, I am satisfied that the Act does apply to the arrangement between the parties and they are in a landlord and tenant relationship. To find otherwise would give effect to what I consider to be "deliberate or abusive" misconduct within the meaning of paragraph 15 of *Tremblay*.

T1 Application

12. This application is about the return of a last month's rent deposit.
13. Pursuant to section 106(10) of the Act a landlord is mandatorily required to apply a last month's rent deposit to the last month of the tenancy. This means the first question before the Board here is: when did the tenancy terminate?
14. It was undisputed that the parties entered into a written fixed-term tenancy agreement (DOC-7043007) commencing on January 6, 2025, and ending on October 31, 2025. Furthermore, a deposit was provided to the Landlord in the amount of \$1,890.00 on the same day.
15. The Tenant, Shiqi Wang (SW) testified that Tenant Yuqi Song (YS) responded to a text message from the Landlord in August 2025, informing him they would be vacating at the end of the lease on October 31, 2025.
16. YS testified that she sent a text message as well as an email to the Landlord informing him that they had vacated the rental unit on November 1, 2025. Further, she states that she requested the return of the deposit, and the Landlord did not respond.
17. The Tenants did not use a Board-approved form to terminate their tenancy, and instead chose to send a text. However, I am satisfied that the Tenants substantially complied with the Act because their failure to use a Board-approved did not cause significant prejudice to the Landlord within the meaning of section 212 of the Act. I am satisfied that the Tenants' text communicated the essential elements of an N9 Notice, that they were terminating the tenancy at the end of the fixed term tenancy's term. The Landlord did not testify that he was confused about the text. As a result, I am satisfied that, as per section 88(1) and 212, the Tenants provided lawful notice of terminating their tenancy via text message, vacated on the termination date, and notified the Landlord of doing so, and are therefore only owe arrears up to the date they vacated.
18. First, the Landlord testified that the deposit was only collected to ensure his protection and was not intended as a last month's rent deposit. The Landlord then testified he lost rental income for new tenants for the month of November 2025 due to the Tenant's renting the rental unit to Aurora Ming Ming (AMM) who was living in the rental unit when he returned to the unit on October 31, 2025. He further testified that the parties had an agreement to

use the deposit for AMM for the month of November 2025. And, finally, the Landlord states that due to confusion the rental unit was left empty during the month of November 2025.

19. I found the Landlord to be an elusive witness generally, and did not find their evidence on these points to be credible. I am not satisfied that it is more likely than not that the Tenants agreed to extend their tenancy and have their rental deposit applied to allow AMM to stay in the unit. While AMM may have been an unauthorized occupant, I am satisfied that the Tenants had terminated their tenancy and vacated the rental unit by the time the Landlord discovered AMM, and the Landlord could have brought an A2 application to evict AMM and collect any arrears stemming from her unauthorized occupancy.
20. As a result, I am satisfied on a balance of probabilities that the Landlord unlawfully retained the Tenants' rental deposit pursuant to section 106(10) of the Act, and shall order that it be returned.
21. This order contains all of the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants shall be \$1,898.00. This amount represents:
 - \$1,850.00 for the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 1, 2026.
3. If the Landlord does not pay the Tenants the full amount owing by June 1, 2026, the Landlord will owe interest. This will be simple interest calculated from June 2, 2026 at 4.00% annually on the balance outstanding.

May 21, 2026
Date Issued

Angela Smith
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.