



Order under Section 135 Residential Tenancies Act, 2006

Citation: Khan v ZHI QIAN ZHU, 2026 ONLTB 41088

Date: 2026-05-29

File Number: LTB-T-068789-25

In the matter of: 280 playmouth
newmarket ON L3Y6G7

Between: Shazad Alam Khan Tenants
Afsoon Marjani

And

ZHI QIAN ZHU Landlord

Shazad Alam Khan (the 'Tenant') applied for an order determining that ZHI QIAN ZHU (the 'Landlord') collected or retained money illegally.

At the hearing, the Tenant S. Khan said that his wife, A. Marjani, was also a named Tenant. Her name was accordingly added.

This application was heard by videoconference on March 16, 2026.

The Landlord and the Tenant, S. Khan, attended the hearing.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities.
2. The Tenants allege that the Landlord illegally retained \$3,000.00 of the Tenant's first and last month's rent deposit, as well as the key deposit.
3. The following facts are undisputed. The parties signed a lease agreement to commence on August 1, 2025. The monthly rent was to be \$2,750.00. The Tenants paid a first and last month's rent deposit, as well as \$200.00 key deposit. The parties mutually agreed to terminate the lease, and the Landlord reimbursed the Tenants \$3,000.00 of their \$5,700.00 deposit money.
4. The Tenants are requesting the remaining \$2,700.00 of their deposits.

5. The Tenant, S. Khan (SK) said that he received the keys to the unit, a two-storey bungalow, on August 1, 2025. However, he said that the rental unit was not in an acceptable condition. The parties had text correspondence about fixing certain things in the rental unit, as well as the Landlord building a laundry room. SK said that the Tenants asked to move in a month later, but the Landlord refused. After some negotiation back and forth, the Landlord told the Tenants that he was open to termination, and the Landlord sent the Tenants an N9 notice to terminate to sign.
6. It is undisputed that the Tenants signed the N9 notice for termination on August 15, 2025, and the Landlord accepted the N9 notice. As mentioned above, it is undisputed that the Landlord reimbursed the Tenants \$3,000.00 of their \$5,700.00 deposits. SK said that the Landlord told him he was retaining the rest because he lost 15 days of rent in August 2025.
7. The Landlord said that there was nothing wrong with the rental unit. He said that he refused to let the Tenants delay moving in by a month because they had signed the lease agreement to commence on August 1, 2025.
8. The Landlord said that he was not willing to return more than \$3,000.00 to the Tenants because after mutual acceptance of the N9 notice, the Tenants demanded a full refund of all their money.

Reasons and Analysis:

9. I find, on a balance of probabilities, that the Landlord is obliged to return all of the Tenants' deposits except for 15 days in the month of August 2025, for the following reasons.
10. It is undisputed that the parties mutually agreed to terminate the tenancy as of August 15, 2025, when the Tenants served the Landlord with an N9 notice for termination on that date, and the Landlord accepted it.
11. Therefore, the Tenants are responsible for 15 days in the month of August 2025 (daily compensation for a monthly rent of \$2,750.00 is \$90.41), or $15 \times \$90.41 = \$1,356.15$.
12. The Tenants paid the Landlord \$5,700.00, and they have already been reimbursed \$3,000.00. That leaves \$2,700.00 still being retained by the Landlord. The Landlord therefore owes the Tenants a further \$1,343.85 (\$2,700.00 - \$1,356.15).
13. Therefore, the Landlord must return the \$1,343.85 still being retained.

It is ordered that:

1. The total amount the Landlord shall pay the Tenants is \$1,391.85. This amount represents:
 - \$1,343.85 for the compensation owing.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenants the full amount owing by June 9, 2026.

3. If the Landlord does not pay the Tenants 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.
4. The Tenants have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 29, 2026
Date Issued

Nancy Morris
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.