



Order under Section 135 Residential Tenancies Act, 2006

Citation: Tian v Zhao, 2026 ONLTB 41115

Date: 2026-05-25

File Number: LTB-T-070292-25

In the matter of: 2-nd Floor Bedroom 2, 83 Orkney Crescent
LONDON ON N5X3R8

Between: Jingxuan Tian Tenant

And

Changcheng Zhao Landlord

Jingxuan Tian (the 'Tenant') applied for an order determining that Changcheng Zhao (the 'Landlord') collected or retained money illegally.

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

Only the Tenant and the Tenant's legal representative, Q. Zhang, attended the hearing. The Tenant's witness, Z. Huang, also attended the hearing.

As of 9:30 a.m., 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 Tenant proved the allegations contained in the application on a balance of probabilities.
2. The Tenant moved into the rental unit, a room in a house, on September 1, 2024. The monthly rent was \$900.00, payable on the first day of the month. Upon moving in, the Tenant said that she paid the equivalent of two months rent as a last month rent deposit, or \$1,800.00. She said that, additionally, she paid the full year's worth of rent at the beginning of the tenancy, or \$10,800.00. She said that there were seven rooms being rented in the house. The lease agreement was for a one year term.
3. The Tenant said that she never met the Landlord. She said that everything was arranged on We Chat, and she paid all the money to the Landlord by We Chat transfer, in Chinese currency.

4. The Tenant said that she provided notice to the Landlord in June 2025, that she was going to move out on August 31, 2025. She said that she, in fact, moved out on August 14, 2025, she told the Landlord she moved out, and she left the keys in the room. The Tenant said that the Landlord informed her that he would return her two last month's rent deposit, she requested it, and he never repaid any of it. She said that as of October 2025, the Landlord blocked her number.
5. The Tenant submitted into evidence the lease agreement that provided an address for giving notices of documents to the Landlord at the Basement unit at 83 Orkney Crescent. However, the Tenant said that she never met the Landlord, and he did not live in the basement. The Tenant's witness, Z. Huang (ZH) said that she lived in the basement of the residential complex, and there was only one room in the basement. ZH said that she, too, never saw nor met the Landlord.
6. I find, on the uncontested evidence of the Tenant and her witness ZH is that the Landlord did not live in the residential complex, nor did he share a bathroom or kitchen with the Tenant. Neither of them ever met the Landlord. Therefore, this application lawfully falls within the jurisdiction of the Board. It is not exempt from the *Residential Tenancies Act, 2006* (the 'Act') pursuant to subsection 5(i) of the Act.
7. I find, on the basis of the Tenant's uncontested evidence, that the Landlord is obliged to reimburse the Tenant for her two last month's rent deposit, totalling \$1,800.00. The lease agreement was for a one year term, and the Tenant provided a valid 60 days notice that she was leaving at the end of the one year term. She paid for a full year of rent up front at the beginning of the tenancy. The Landlord illegally retained her further \$1,800.00 deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,848.00. This amount represents:
 - \$1,800.00 for the deposit collected and illegally retained.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 5, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 5, 2026, the Landlord will owe interest. This will be simple interest calculated from June 6, 2026 at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 25, 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.