



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

Citation: Maaty v Zhang, 2026 ONLTB 40290

Date: 2026-05-28

File Number: LTB-T-005058-26

In the matter of: 62 Nelson Street E
BRAMPTON ON L6V1E2

Between: Nehad Maaty Tenant

And

Lilly Zhang Landlord

Nehad Maaty (the 'Tenant') applied for an order determining that Lilly Zhang (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 19, 2026.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.
2. The Landlord raised a preliminary issue of jurisdiction on the basis of s. 5(i) of the Residential Tenancies Act (the "Act"). S. 5(i) provides as follows:
 1. 5. This Act does not apply with respect to,
 - (i) living accommodation whose occupant or occupants are required to share a bathroom or kitchen facility with the owner, the owner's spouse, child or parent or the spouse's child or parent, and where the owner, spouse, child or parent lives in the building in which the living accommodation is located;
3. The Landlord stated that she lives at the residential complex in which the rental unit is located. There are four rooms which the Landlord rents out to tenants in the residential complex. The Landlord stated that each of the rental units and the Landlord's unit have a self-contained bathroom and bathrooms are not shared between the Landlord and her tenants. The Landlord stated that each of the rental units had a microwave oven and a small refrigerator and that cooking and refrigeration equipment was not shared between the Landlord and other Tenants. The Landlord stated there was a shared area in which a

sink to be used by the Landlord and tenants for washing up was located, along with a table and chairs. This shared area also contained a microwave oven and a small refrigerator for the exclusive of the tenant of one of the rental units which was too small to include the microwave and refrigerator inside that unit. These facts were not disputed by the Tenant.

4. The Landlord argues that the shared area containing the sink, table and chairs is a “kitchen” within the meaning of s. 5(i) of the Act and as the Landlord shared that so-called kitchen with the tenants, the Act did not apply to the Tenant’s rental unit.
5. The term “kitchen” is not defined in the Act.
6. In TET-95797-18 (Re), 2018 CanLII 113956 (ON LTB), the Member was required to determine whether facilities provided by the Landlord were a “kitchen”. The Member stated:

As the Tenants claim that the basement contains a kitchen, the question I must determine is what constitutes a “kitchen facility” within the meaning of the Act. Although the term “kitchen” is not defined in the Act, the concept of a kitchen is mentioned in O. Reg. 517/06, s. 14 (3) which says “every kitchen shall have outlets suitable for a refrigerator and a cooking appliance.”

This wording suggests that the outlets in a kitchen must provide enough voltage for a full size fridge and a workable stove and oven appliance. If “cooking appliance” simply referred to a microwave or a hot plate, there would be no need to legislate the type of outlet required in a kitchen and this section of the regulation would be absurd.

7. I adopt the Member’s conclusion. The requirement of suitable electrical power for a refrigerator and a cooking appliance in a kitchen contains the implicit assumption that a kitchen includes those devices. I find that the shared area containing the sink, table and chairs is not a kitchen. Dictionaries typically define a kitchen as a room or area where food is prepared and cooked, which I find to be a commonly understood meaning. A room with a sink for washing dishes when food is cooked and stored in another room is not a kitchen within any commonly understood meaning of that term.
8. I find that the Act applies to the Tenant’s rental unit.
9. The Landlord did not illegally retain the Tenant’s rent deposit.
10. The tenancy commenced in May, 2025. Rent for the Tenant’s room was \$850.00 per month, payable monthly. There was no written lease. During the tenancy the Tenant provided a deposit to be applied to the last month’s rent in the amount of \$850. The Landlord and the Tenant both stated there was a verbal arrangement that the Tenant could terminate the tenancy on 30 days notice.
11. The Tenant paid rent for December, 2025. On or about December 8, 2025, the Tenant learned that she would have to relocate for employment reasons. On December 8, 2025, the Tenant asked the Landlord in a text message if she could move out on December 31, 2025 and have her last month’s rent deposit back. An exchange of messages followed in which the Landlord and the Tenant discussed the possibility of a return of half of the

deposit if the Tenant did certain things within time limits, including cleaning. Based on a review of the messages exchanged, I find that there was no settled agreement between the parties on the terms on which a partial return of the deposit would be made.

12. S. 44(2) of the Act requires 60 days notice for termination of a monthly tenancy to end on the last day of a period of the tenancy. The Tenant's notice by WhatsApp message on December 8, 2025 for termination on December 31, 2025 is not compliant with the Act. On December 8, 2025, the earliest date on which the Tenant could have terminated the tenancy was February 28, 2026. Even if the verbal arrangement for a 30 day notice was binding on the parties, the Tenant did not give 30 days notice to the Landlord. The tenancy was not terminated on December 31, 2025.
13. I find that the Landlord was entitled to retain the Tenant's last month rent deposit and apply the deposit to rent for the final period of the tenancy.
14. The Landlord stated that she began advertising for another tenant for the rental unit in mid-January, 2026 and located a tenant for March 1, 2026. The Tenant suspects that the Landlord had a tenant for the rental unit on December 31, 2025 as she saw someone moving into the rental complex as she was moving out. The Landlord stated that the tenant the Tenant saw moving in was moving into a different unit on that date and was not moving into the unit being vacated by the Tenant. I accept the evidence of the Landlord. She stated that there is constant turnover in the occupancy of the 4 rental units in the building and that it was a coincidence that a tenant was moving into a different unit on December 31, 2025.
15. The Tenant's application is therefore dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 28, 2026
Date Issued

Jack Jamieson
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.

