



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

File Number: LTB-T-077448-25

In the matter of: 194 MCNICOLL AVE
NORTH YORK ON M2H2C3

Between: Yifei Wang
Yuze Xu
Zhiyue Wang
Borun Pan
Tenants

And

Xiaoming Zheng
Xia Wang
Landlords

Yifei Wang, Yuze Xu, Zhiyue Wang and Borun Pan (the 'Tenant') applied for an order determining that Xiaoming Zheng and Xia Wang (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 26, 2026.

Only the Tenants and their Representative, Wanlun Li, attended the hearing.

As of 10:47 a.m. the Landlords were 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 Tenants' evidence.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$2,300.00 for return of their damage deposit and key deposit. The Landlord must also pay the Tenants for their filing fee of \$48.00 for a total of \$2,348.00.
2. The Tenants submitted their lease into evidence that confirms their Landlord collected a \$2,000 "damage deposit" and a \$300 refundable key deposit at the start of the tenancy. The day that the Tenants were vacating the residential unit, the Landlord's real estate agent inspected the home and promised that the Landlord would return both the damage and key deposit to them. The Landlords later refused to return the deposits claiming that the Tenants had damaged the home and had left furniture in the unit.

3. The Landlords did not attend the hearing to challenge any part of the Tenant's application, and I found, on a balance of probabilities, that the evidence of the Tenants to be complete and factual.
4. Regarding the Landlord's allegation that the rental unit was damaged and the Tenants left property at the rental unit, subsections 105 (1) and 106 (1) of the *Residential Tenancies Act, 2006* (the 'Act') read together clarify that the only security deposit that a landlord may collect is a rent deposit collected in accordance with section 106 and section 106 confirms that the landlord must apply the security deposit to the last month rent or return it to the Tenant. The Act does not allow a landlord to retain a deposit for alleged damages or cleaning charges.
5. I find the Landlord has illegally charged the Tenants a damage deposit of \$2,000.00 and has illegally retained the key deposit in the amount of \$300.00. Accordingly, the Landlord shall be ordered to pay the Tenants \$2,300.00.
6. The Tenant incurred costs of \$48.00 for the application filing fee and are entitled to reimbursement of these costs.

It is ordered that:

1. The total amount the Landlords shall pay the Tenant is \$ 2,348.00 which includes the following:
 - \$2,300.00 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 8, 2026.
3. If the Landlord do not pay the Tenant the full amount owing by June 8, 2026, the Landlord will owe interest. This will be simple interest calculated from June 9, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant have the right, at any time, to collect the full amount owing or any balance outstanding under this order.

May 28, 2026
Date Issued

Douglas Malanka
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.

