



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

**Citation:** Fan v Schneider, 2026 ONLTB 40551

**Date:** 2026-06-04

**File Number:** LTB-T-006827-26

**In the matter of:** 105, 5 JACKSWAY CRES  
LONDON ON N5X3T6

**Between:** Shudong Fan Tenants  
Yajun Li

**And**

Brent Schneider Landlord

Shudong Fan and Yajun Li (the 'Tenants') applied for an order determining that Brent Schneider (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 20, 2026.

The Landlord and the Tenants attended the hearing.

### **Determinations:**

1. The issues in this application are: did the Tenants unilaterally try to cancel the tenancy agreement with the Landlord (and if they did, what remedy if any are they entitled to); or did the Landlord fail to give possession of the rental unit to the Tenants?
2. For the reasons that follow the Landlord is order to pay to the Tenants \$3,650.00.
3. On November 27, 2025, the Tenants entered into a fixed term tenancy agreement for the period December 29, 2025, to December 29, 2026. The lease agreement says:
  1. The Tenants are entitled to serve legal notices on the Landlord by sending e-mails to [brent@scomputing.ca](mailto:brent@scomputing.ca);
  2. The lawful monthly rent is \$1,800.00 and the Tenants were to pay first and last month's rent in advance plus \$50.00 for a refundable key deposit.
4. There is no dispute that prior to December 29, 2025, the Tenants paid to the Landlord \$3,650.00 which represents first and last month's rent and the \$50.00 refundable key deposit.

5. On December 18, 2025, the Tenants sent an e-mail to the Landlord using the e-mail address he provided for service of documents in the lease. It says one of the Tenants was laid off unexpectedly and the Tenants wanted to negotiate an end to the lease prior to its commencement.
6. The Landlord says he did not see this e-mail as it went into his spam folder. Under the *Residential Tenancies Act, 2006* (the 'Act') whether the Landlord saw this e-mail or not is not legally relevant. I say this for the following reasons.
7. Subsection 191(1)(g) of the Act says a notice or document **is sufficiently given** to a person other than the Board by any means allowed in the Rules. Rule 3.1h says service by email is acceptable if the person or party receiving it has consented in writing to service by email. This means that because the Landlord consented in writing to service of documents by e-mail in the lease, the e-mail notice sent on December 18, 2025, was "sufficiently given" for all legal purposes by the Tenants even if the Landlord did not actually see it.
8. This conclusion is reinforced by s. 191(2) of the Act which says a notice or document that is not given in accordance with this section shall be deemed to have been validly given if it is proven that its contents actually came to the attention of the person for whom it was intended. In other words, the only time the Tenants would need to prove the Landlord actually received the e-mail was if he had not consented to service by email.
9. On December 22, 2025, the Tenants sent another e-mail which stated that if the Landlord would not agree to terminate the lease, the Tenants would still proceed with the tenancy, and the keys were requested.
10. On December 29, 2025, the Landlord says he was in the unit waiting for the Tenants to appear, but it is not clear to me if that is true or not, or even relevant. I say this because on January 10, 2026, the Landlord finally responded to one of the e-mails sent by the Tenant. It says in part: "You did not call me to get the keys for December 29th, and I could only assume you were abandoning your lease... I had to re-list the condo and it's not rented until February now." I take this to mean that by January 10, 2026, the Landlord had re-rented the unit and was not willing to give the keys to the Tenants.
11. The reason this is important is because of the wording of s. 107(1) which says:

A landlord shall repay the amount received as a rent deposit in respect of a rental unit **if vacant possession of the rental unit is not given** to the prospective tenant.

[Emphasis added.]

12. The Landlord's failure to check the email they provided led to the communication breakdown. By failing to actively offer the keys to the Tenants on or after December 29, 2025, the Landlord failed to deliver vacant possession to the Tenants and is liable to repay to the Tenants the amount received as a deposit.
13. The deposits paid here were the last month's rent deposit of \$1,800.00 and the refundable key deposit of \$50.00. The Landlord shall be ordered to pay those amounts to the Tenants.

14. That leaves the first month's rent of \$1,800.00. By failing to offer the keys to the Tenants the Landlord essentially repudiated the tenancy unilaterally just like the Tenants tried to do in their original e-mail of December 18, 2025. In other words, the Landlord's behaviour constitutes an implied agreement to terminate the tenancy. As there was no tenancy, no rent is payable.
15. As a result, the Landlord shall be ordered to pay the Tenants the amount requested in the application totalling \$3,650.00.
16. Finally, the Tenants paid \$48.00 for filing the application and are entitled to reimbursement of that cost from the Landlord.
17. This order contains all of the reasons for the decision within it. No further reasons shall be issued.

**It is ordered that:**

1. The Landlord shall pay the Tenants is \$3,650.00.
2. The Landlord shall pay the Tenants the full amount owing by June 15, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 15, 2026, the Landlord will owe interest. This will be simple interest calculated from June 16, 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.

**June 4, 2026**  
**Date Issued**

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Heather Woodside  
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.