



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-102274-25

In the matter of: 260 Claremont
Toronto ON M6J2N3

Between: Joanna Nina Lontok Tenant

And

Xiu Ying Zheng Landlord

Joanna Nina Lontok (the 'Tenant') applied for an order determining that Xiu Ying Zheng (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 5, 2026.

Only the Tenant attended the hearing.

As of 9:37am, 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. Therefore, the Landlord must pay the Tenant \$300.00.
2. The Tenant claims that the Landlord collected a charge which is not allowed by the *Residential Tenancies Act, 2006* (the 'Act').

Evidence and Analysis

3. The Tenant testified that the tenancy began on July 1, 2025. The Tenant stated the rent was \$850.00 per month and that they paid a key deposit of \$300.00 prior to moving in. The Tenant submitted a copy of the lease signed by themselves and the Landlord confirming that the Tenant paid this amount.
4. The Tenant testified that they vacated the rental unit on October 2, 2025. The Tenant testified that they came to an agreement with the Landlord, and upon moving out of the unit, their key deposit was never refunded by the Landlord. The Tenant submitted a text

message confirming that they vacated the unit and a request to obtain a refund of the key deposit which was replied to and acknowledged by the Landlord.

5. The Tenant further testified that they have tried to get into contact with the Landlord to get a refund of their key deposit, but there has been no response from the Landlord. The Tenant then stated that they reached out to their former housemates to connect to the Landlord, but this was ultimately unsuccessful.
6. The Tenant has filed a T1 application pursuant to section 135(1) of the *Residential Tenancies Act, 2006* (the 'Act'). The T1 is an application for an order that the Landlord illegally collected or retained money.
7. Section 134(1) of the Act states that unless otherwise provided, a landlord shall not directly or indirectly collect certain listed charges from a tenant in addition to rent. The provision specifically lists a key deposit as a prohibited charge, whether or not the money is refundable.
8. Section 17 of the General regulation O. Reg. 516/06, provides a list of exemptions from section 134 of the Act, including a "payment of a refundable key, remote entry device or card deposit, not greater than the expected direct replacement costs". According to this provision, a key or fob deposit must be refundable.
9. When read together, section 134 of the Act and 17 of the regulation prohibit a landlord from retaining a key deposit after the key has been returned at the end of the tenancy. Even if the key deposit was initially collected legally pursuant to section 17 of the regulation, the deposit must be refundable.
10. At the end of the tenancy, the Tenant did not receive a refund of this key deposit. While refundable key deposits are permissible pursuant to the Act, the Tenant never received the refundable key deposit upon terminating the tenancy, vacating the unit, and returning the keys even after requesting the same. Accordingly, the Landlord will be required to return the \$300.00 key deposit the Tenant paid.
11. This order contains all of the reasons for the decision within it and no further reasons will be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$300.00. This amount represents:
 - \$300.00 for the illegal charge collected.
2. The Landlord shall pay the Tenant the full amount owing by June 30, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 30, 2026, the Landlord will owe interest. This will be simple interest calculated from July 1, 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.

June 2, 2026
Date Issued

Amit Gurpersaud
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.