



Order under Section 135 Residential Tenancies Act, 2006

Citation: Park v Cai, 2026 ONLTB 38820

Date: 2026-06-04

File Number: LTB-T-081667-25

In the matter of: 920, 7161 YONGE ST
THORNHILL ON L3T0C8

Between: Kyungran Park Tenants
Narae Lee

And

Hao Hua Cai Landlord

Kyungran Park and Narae Lee (the 'Tenants') applied for an order determining that Hao Hua Cai (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on March 31, 2026.

The Tenants and the Landlord attended the hearing.

Determinations:

1. As explained below, the Tenants proved the allegations contained in the application based on a balance of probabilities. Therefore, the Landlord must pay the Tenants \$3,150.00 which includes an unpaid balance of owed rental deposits and a refundable key deposit of \$400.00.
2. The tenancy commenced on November 21, 2023 for a fixed-term ending on November 20, 2024. The monthly rent is \$2,500.00 due on the 21st day of each month.
3. On November 19, 2023, the Tenants paid the Landlord a first month's rent deposit of \$2,500.00, last two months' rent deposit of \$5,000.00, and a key deposit of \$400.00.
4. On or about, September 18, 2024, the Tenants told the Landlord that they would like to terminate the tenancy early on September 29, 2024. The Landlord agreed and the Tenants vacated the unit on September 29, 2024 and returned the key to the Landlord.
5. At the direction of the Landlord, the Tenants paid \$2,500.00 on September 21, 2024. The Landlord explained that upon vacant possession, she would reimburse the unused portion of the rent to the Tenants, which she calculated as \$1,750.00 for the period September 29

to October 20, 2024, along with the last two months' rent deposit of \$5,000.00 and the key deposit of \$400.00.

6. The Landlord returned \$4,000.00 to the Tenants, retaining \$3,150.00 as costs to mitigate loss. The costs were for the services of a real estate agent hired in 2023 to assist the Landlord in assessing the Tenants' application, and for the services of another service provider to assist in finding a new tenant for the rental unit after the Tenants vacated.
7. The above facts are not in dispute.

Analysis

8. Pursuant to section 16 of the *Residential Tenancies Act, 2006* (the 'Act'), a landlord has a duty to take reasonable steps to minimize their losses resulting from a tenant's unilateral repudiation of a tenancy agreement. I am not convinced, however, that the Tenants unilaterally refused the tenancy agreement.
9. The evidence before me establishes that on or about September 23, 2024, the Tenants contacted the Landlord by telephone to let her know that they wish to vacate the rental unit at the end of the lease period on November 20, 2024, because of a job prospect. The Landlord replied that she will start looking for another Tenant immediately and asked if they are prepared to vacate earlier. A day or so later, the Landlord called the Tenants to inform them that she had a new Tenant who wanted vacant occupancy of the rental unit on September 30, 2024, and asked if they could be out of the rental unit by September 29, 2024. The Tenants agreed to this because they were in good terms with the Landlord. As such, the Landlord is not entitled to charge the Tenants for her costs to re-rent the unit.
10. The Tenants paid the Landlord \$2,500.00 for the rental period September 21, 2024, to October 20, 2024. As the Tenants vacated on September 29, 2024, they are entitled to the balance owing for the period from September 30, 2024, to October 20, 2024. In previous communication to the Tenants, the Landlord calculated this as \$1,750.00. Accordingly, I find the Landlord is obligated to pay the Tenants \$1,750.00.
11. The Tenants paid a two-months' rent deposit totalling \$5,000.00. In accordance with subsection 106(10) of the Act, this deposit is to be applied to the last two months of tenancy. As the Tenants paid the rent in full for the last two months of the tenancy, they are entitled to the return of this deposit.
12. The Tenants are also entitled to the return of the \$400.00 key deposit as the keys to the rental unit were returned to the Landlord.
13. The total amount the Tenants are entitled to is \$7,150.00. The Landlord paid the Tenants \$4,000.00 in advance of the hearing. Accordingly, the Landlord shall be ordered to pay the Tenants \$3,150.00 along with the Tenants' cost of \$48.00 for filing fee.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,198.00. This amount represents:
 - \$1,750.00 for the rent charged for the period September 30, 2024, to October 20, 2024.
 - \$5,000.00 for the last two months' deposit illegally retained.
 - \$400.00 for the key deposit illegally retained.
 - \$48.00 for the cost of filing the application
 - Minus Credit of \$4,000.00 that the Landlord has already paid the Tenants prior to the hearing.
2. The Landlord shall pay the Tenant 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. Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

June 4, 2026
Date Issued

Douglas Malanka
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.

