



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-021361-26

In the matter of: unit 2803, 20 EDWARD ST
TORONTO ON M5G0C5

Between: Kefan Zhu Tenant
Enzhao Zhou
Haoshu Liang

And

Ruosi Sun Landlord
Zishu Liu

Kefan Zhu, Enzhao Zhou and Haoshu Liang (the 'Tenant') applied for an order determining that Ruosi Sun and Zishu Liu (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on June 9, 2026.

Only the Tenants attended the hearing.

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 \$2,171.74.

Testimony of Kefan Zhu

2. The Tenant testified that the tenancy began July 1, 2024. The lease agreement between the parties was entered into evidence. The monthly rent was \$4,900.00.
3. Prior to the tenancy commencing, the Tenants paid the Landlords first and last month's rent of \$4,900 each on June 7, 2024. The proof of payment by way of etransfer was entered into evidence.

4. Furthermore, on June 30, 2024, the Tenants paid the Landlord \$2,000.00 as a “cleaning and damage deposit” as well as \$300.00 as a key deposit. The proof of payment by way of e-transfer was entered into evidence.
5. The Tenants vacated the rental unit on July 1, 2025. When they returned the keys to the Landlords, they were given the \$300.00 key deposit.
6. The Tenants seek return of the “cleaning and damage deposit” as well as interest on the last month’s rent deposit.

Analysis

7. Section 106 of the *Residential Tenancies Act* (the Act) states:

106 (1) A landlord may require a tenant to pay a rent deposit with respect to a tenancy if the landlord does so on or before entering into the tenancy agreement.

(2) The amount of a rent deposit shall not be more than the lesser of the amount of rent for one rent period and the amount of rent for one month.

8. Section 134 of the Act states:

134 (1) Unless otherwise prescribed, no landlord shall, directly or indirectly, with respect to any rental unit,

(a) collect or require or attempt to collect or require from a tenant, prospective tenant or former tenant of the rental unit a fee, premium, commission, bonus, penalty, key deposit or other like amount of money whether or not the money is refundable;

(b) require or attempt to require a tenant or prospective tenant to pay any consideration for goods or services as a condition for granting the tenancy or continuing to permit occupancy of a rental unit if that consideration is in addition to the rent the tenant is lawfully required to pay to the landlord; or

(c) rent any portion of the rental unit for a rent which, together with all other rents payable for all other portions of the rental unit, is a sum that is greater than the rent the landlord may lawfully charge for the rental unit

9. It is clear on its face that the Landlords collected a charge which is not allowed by the Act by requiring the Tenants to pay a \$2,000.00 “cleaning and damage deposit”. As this is an illegal charge, the Landlords must return this amount to the Tenants. The cleaning and damage deposit does not fall within the exemptions found in section 17 of O.Reg 516/06.
10. Furthermore, based on the uncontested evidence at the hearing, I find the Landlords failed to pay the Tenant interest on the last month's rent deposit, as required by Act. Interest from June 7, 2024 to July 1, 2025 is owing by the Landlords to the Tenants.

It is ordered that:

1. The total amount the Landlords shall pay the Tenants is \$2,171.74. This amount represents:
 - \$2,000.00 for the illegal charge collected;
 - \$123.74 for interest on the last month's rent deposit; and
 - \$48.00 for the application filing fee.
2. The Landlords shall pay the Tenants the full amount owing by June 26, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 26, 2026, the Landlord will owe interest. This will be simple interest calculated from June 27, 2026 at 4.00% annually on the balance outstanding.

June 15, 2026

Date Issued

Brett Lockwood

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.