



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-031125-24

In the matter of: HALF BASEMENT UNIT, 139 CENTRAL
PARK DR
UNIONVILLE ON L3P7G8

Between: Danzi Chen Tenant

And

Jingxuan He Landlord

Danzi Chen (the 'Tenant') applied for an order determining that Jingxuan He (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 7, 2026.

The Landlord, the Tenant, the Tenant's Interpreter, Arthur Wan, and the Tenant's Legal Representative, Yun Tao Li, attended the hearing.

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 \$2,200.00.

Charge Illegally Retained and Return of Pre-paid Rent:

2. The Tenant testified that she paid rent in 6-month installments. The first lump sum of \$12,000.00 was paid on May 1, 2023 and she moved in on July 1, 2023, and the second installment was paid on December 1, 2023 in the amount of \$12,000.00. The Tenant testified that while the tenancy agreement stated the tenancy started on May 15, 2023, the verbal agreement was that the tenancy started on July 1, 2023 and was a 1 year lease ending on June 30, 2024. The Landlord confirmed that the tenancy term was July 1, 2023 to June 30, 2024.
3. The Tenant testified that she notified the Landlord on March 6, 2024 that she was going to be moving out through a verbal conversation, and the Tenant vacated on March 18, 2024. The Tenant testified that the Landlord and her husband on March 6, 2024 agreed the Tenant could move out, though they initially did not consent. The Tenant is seeking the return of the rent for May and June 2024 in the amount of \$4,000.00.

4. The Landlord testified that on February 26, 2024 the Tenant had told her that it was her intention to finish her tenancy to June 30, 2024. The Landlord then testified that she started showing the rental unit to new tenants with the start date of July 1, 2024. The Landlord said she did not agree to let the Tenant end her lease early, but said if she was successful in finding a new tenant, she would refund the rent to the Tenant.
5. When asked how she mitigated her loss, the Landlord testified she advertised the rental in a Wechat group and on a site called 51 Rent. The Landlord submitted a log of dates where she showed the rental unit to prospective tenants from March 2, 2024 to the end of June 2024. The Landlord's log states she had 16 people contact her about the rental unit, though she only showed the unit twice in April 2024 and twice in May 2024, and 4 of the calls do not have a date documented. The Landlord submitted an advertisement for the unit where she identified the tenancy start date was July 1, 2024, however the Landlord testified that was from before the Tenant notified her she intended to vacate the rental unit before the end of the lease. The Landlord then testified she amended the advertisement to show an earlier start date, however this was not provided as evidence.
6. I find that the Landlord did take some reasonable steps to mitigate her losses under section 16 of the *Residential Tenancies Act, 2006* (the 'Act'). However, the Landlord only listed the unit for rent on 2 websites and did not take more active steps to re-rent the unit and mitigate her loss. When the Landlord was not receiving applications through those websites alone, she could have posted to other websites or utilized a realtor, but chose not to. In these circumstances, I find it would be fair to have a partial refund of the rent that was retained. If the Landlord had reasonably mitigated their loss, I think they could have re-rented as of June 1, 2024 and as such, I find on a balance of probabilities that the Landlord shall pay to the Tenant \$2,000.00.
7. The Tenant further testified that she had paid \$200.00 as a key deposit and the Landlord had not returned it upon receiving the keys. The Landlord confirmed the key deposit had been paid, the keys had been returned, and she had not returned the key deposit yet, but she was willing to. Therefore, I find that the Landlord did illegally retain the key deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$2,200.00. This amount represents:
 - \$2,000.00 for June 2024 rent.
 - \$200.00 for the key deposit.
2. The Landlord shall pay the Tenant the full amount owing by June 28, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 28, 2026, the Landlord will owe interest. This will be simple interest calculated from June 29, 2026 at 4.00% annually on the balance outstanding.

June 17, 2026
Date Issued

Allana McComb
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.