



Order under Section 135 Residential Tenancies Act, 2006

Citation: Zhong v Zhang, 2026 ONLTB 47046

Date: 2026-06-16

File Number: LTB-T-058303-25

In the matter of: 4307, 159 DUNDAS ST E
TORONTO ON M5B0A9

Between: Teng Zhong Tenant

And

Tian Yao Zhang Landlord

Teng Zhong (the 'Tenant') applied for an order determining that Tian Yao Zhang (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 24, 2026.

The Landlord, the Tenant's Interpreter Di Yu, the Tenant's Legal Representative Haiyue Wang and the Tenant attended the hearing.

Determinations:

Adjournment Request

1. At the outset of the hearing, the Landlord requested an adjournment of the matter to be combined with his L10 application.
2. Having reviewed the application, I had found that the issues raised in the Tenant's application and the issues raised in the Landlord's application were not overlapping and having considered *Interpretation Guideline 1 – Adjourning and Rescheduling Hearings* including the Board's obligation to adopt the most expeditious method of determining the questions arising in a proceeding and denied the Landlord's adjournment request.

Tenant's Application.

3. As explained below, the Tenant proved the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay to the Tenant \$3,819.23.
4. The tenancy agreement signed by both the Landlord and the Tenant began on August 1, 2024, and was supposed to end on July 31, 2025. The monthly rent was \$3,200.00.

5. The Tenant paid a \$500.00 key deposit and had pre-paid 12 months of rent totalling \$38,400.00 to the Landlord on June 23, 2023. This amount was applied to the first year of the tenancy and the lease was renewed as of August 1, 2024.
6. On July 5, 2024, the Tenant paid to the Landlord \$19,200.00 which included 6 months of rent plus the last month's rent deposit. On March 8, 2025, an agent for the Tenants sent an e-mail to the Landlord providing 60-day notice of the termination of the tenancy as of May 31, 2025. N9 notices were submitted into evidence.
7. On May 25, 2025, the Tenant advised the Landlord that they were vacating the unit and asked where to leave the keys. The Landlord responded that her agent would retrieve the keys on her behalf, and a text message was sent to the Tenant the same date.
8. On June 16, 2025, the Landlord's agent had advised the Tenant that the Landlord had intended to pay to the Tenant \$3,200.00 for the last month's rent deposit and the \$500.00 key deposit. The Landlord's agent advised the Tenant on July 14, 2025, that the funds would not be returned to the Tenant based on her instructions from the Landlord.
9. The Landlord testified that she believes that the tenancy was not terminated in accordance with the Act and the Tenants in fact do owe her the last month's rent deposit.
10. The Landlord also seemingly blamed her agent Tom for agreeing to pick up the unit's keys on her behalf without her instructions and that the unit was re-rented as of August 1, 2025.

Analysis

11. Having considered the evidence of both parties, I am satisfied on a balance of probabilities that the Landlord collected and retained an illegal key deposit, did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant, and that the Landlord failed to pay the Tenant interest on the last month's rent deposit, as required by the *Residential Tenancies Act, 2006* (the 'Act'). I am not satisfied on a balance of probabilities that the Landlord collected excessive rent from May 25, 2025, to May 31, 2025, as I find that the tenancy was terminated as of May 31, 2025.
12. The Tenant advised the Landlord and/or the Landlord's agent in March of 2025 that they had intended on terminating the tenancy as of May 31, 2025. The Landlord simply did not respond and when asked about the return of the keys, the Landlord simply advised the Tenant to provide her agent the keys.
13. The N9 was served, and the Landlord never seemed to object to the termination of the tenancy. Further, despite the Landlord testifying that she never authorized her agent to accept the keys on her behalf, the Landlord's recourse is not with the Tenant, it is with her former agent.
14. As such, I am satisfied that the tenancy was terminated as of May 31, 2025. The Tenants are owed the last month's rent deposit, the interest on same and their key deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$3,819.23. This amount represents:

- \$500.00 for an illegal charge.
 - \$3,200.00 for the last month's rent deposit.
 - \$71.23 for interest on the last month's rent deposit.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 27, 2026.
 3. If the Landlord does not pay the Tenant the full amount owing by June 27, 2026, the Landlord will owe interest. This will be simple interest calculated from June 28, 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 16, 2026
Date Issued

Jagger Benham
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.