



Order under Section 135 Residential Tenancies Act, 2006

Citation: Kim v Park, 2026 ONLTB 47017

Date: 2026-06-18

File Number: LTB-T-056228-25

In the matter of: 446, 150 Logan Avenue
Toronto Ontario M4M0E4

Between: Gahui Kim Tenant

And

Junseok Park Landlord

Gahui Kim (the 'Tenant') applied for an order determining that Junseok Park (the 'Landlord') collected or retained money illegally.

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

The Landlord and the Tenant 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 to the Tenant \$453.00.
2. The Tenant testified that he and the Landlord had signed a tenancy agreement on April 20, 2025. On that same date, the Tenant paid to the Landlord a deposit of \$400.00. The unit in question was a room in a rooming house.
3. On April 24, 2025, the Tenant advised the Landlord that she would like to cancel the tenancy agreement as she needed to return to Korea and the Tenant never moved into the unit. The Tenant testified that the Landlord had accepted her cancellation via text.
4. The Landlord and the Tenant began negotiating the return of the deposit on or about May 14, 2025, wherein the Landlord had agreed to repay the deposit but had also advised the Tenant that he may bring an action against her for lost revenue if the unit is not re-rented by June 1, 2025. Further e-mails were exchanged, and the Landlord rescinded their offer to repay the deposit.

5. The Landlord's position is that a tenancy was never established and that he had found a new tenant as of June 22, 2025. The Landlord testified that the unit was listed for rent on April 24, 2025, but could not find someone to move into the unit as of June 1, 2025.

Analysis

6. With respect to the last month's rent deposit, s. 107(1) of the *Residential Tenancies Act*, 2006 (the 'Act') says:

"A landlord shall repay the amount received as a rent deposit in respect of a rental unit if vacant possession of the rental unit is not given to the prospective tenant."

7. This provision has been interpreted to mean that the deposit must be repaid if the landlord refuses to give possession to the tenant on the date set for commencement of the tenancy. But neither a landlord nor a tenant can unilaterally decide the tenancy is not going forward. In other words, a tenant cannot simply decide not to move in after all and then expect the return of the deposit. (See: *Opara v. Cook*, 2008 CanLII 22923 (ON SCDC), [2008] O.J. No. 1934 (Ont. Div. Ct.), and *Musilla v. Avcan Management Inc.*, [2011] O.J. 3202 (Ont. C.A.).)

8. In this case however, I am satisfied that the Landlord and the Tenant agreed to terminate the tenancy as of April 24, 2025.

9. Section 106(10) of the Act states:

"A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates."

10. Pursuant to s. 134(1.1) of the Act:

"No landlord shall, directly or indirectly, with respect to any rental unit, collect or require or attempt to collect or require from a former tenant of the rental unit any amount of money purporting to be rent in respect of,

(a) any period after the tenancy has terminated and the tenant has vacated the rental unit;"

11. So with the Tenant's application, I find on a balance of probabilities that the Tenant is entitled to the return of the deposit charged from June 1, 2025, to June 30, 2025, as the tenancy terminated as of April 24, 2025. Therefore, the Landlord must repay the rent deposit.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$453.00. This amount represents:
 - \$400.00 for the return of the rent deposit;
 - \$53.00 for the cost of filing the application.

2. The Landlord shall pay the Tenant the full amount owing by June 29, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 29, 2026, the Landlord will owe interest. This will be simple interest calculated from June 30, 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 18, 2026
Date Issued

Jagger Benham
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.